



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, OPC, MNR, MNSD and FF

Introduction

This hearing was convened on the landlord's application of January 19, 2012 seeking an Order of Possession pursuant to a Notice to End Tenancy for unpaid rent dated January 4, 2012 and a Notice to End Tenancy for cause, repeated late payment of rent, served in person on January 19, 2012. The landlord also sought a Monetary Order for unpaid rent and recovery of the filing fee for this proceeding, and authorization to retain the tenant's security deposit in set off against the balance owed.

Despite having been served with the Notice of Hearing, sent by registered mail on January 20, 2012, the tenant did not call in to the number provided to enable his participation in the telephone conference call hearing. Therefore, it proceeded in his absence.

At the commencement of the hearing, the landlord advised that the tenant had moved out of the rental unit on January 31, 2012 and that she no longer required the Order of Possession.

Issue(s) to be Decided

This matter now requires a decision on whether the landlord is entitled to a Monetary Order for the unpaid rent and filing fee, and authorization to retain the tenant's security deposit in set off.

Background and Evidence

This tenancy began on October 1, 2008 as a month to month tenancy with rent set at \$850 per month and the tenant paid a security deposit of \$425 on October 1, 2008.

During the hearing, the landlord gave evidence that the rent for January 2012 was still outstanding, but the tenant had promised to pay it, agreed that she should retain the security deposit as part payment and he provided his forwarding address.

Analysis

Section 26 of the *Act* states that tenants must pay rent when it is due and section 67 of the *Act* authorizes the Director's delegate to determine an amount owed by one party to another and issue an order that it be paid.

Section 72 of the *Act* authorizes that the delegate may order that a deposit may be retained by a landlord against money owed, and that the delegate may order that a fee paid by one party for dispute resolution be paid by the other party.

Accordingly, I find that the tenant owes the landlord \$850 for the rent due on January 1, 2012, that they landlord may retain the security deposit plus interest in set off against the balance owed, and that the tenant must compensate the landlord for the filing fee for this proceeding.

Thus, I find that the landlord is entitled to a Monetary Order calculated as follows:

January 2012 rent	\$850.00
Sub total	\$900.00
Less retained security deposit (No interest due)	- 425.00
Less interest earned (October 1, 2008 to date)	- 1.60
TOTAL	\$473.40

Conclusion

In addition to authorization to retain the security deposit in set off, the landlord's copy of this decision is accompanied by a Monetary Order for **\$473.40**, enforceable through the Provincial Court of British Columbia, for service on the tenant.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: February 03, 2012.

Residential Tenancy Branch