



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, OPC, MNR, MNDC, MNSD and FF

Introduction

The is hearing was convened on the landlord's application or an Order of Possession pursuant to two Notices to End Tenancy, one for unpaid rent and the other for cause. The landlord also sought a Monetary Order for unpaid rent/loss of rent, recovery of the filing fee for this proceeding and authorization to retain the security deposit in set off against the balance owed.

This tenancy was the subject of a hearing on March 14, 2012 on the tenant's application to set aside the Notice to End Tenancy, among other matters. In the result, the landlord was awarded an Order of Possession to take effect two days from service under section 55(1(a) of the *Act*. Therefore, the landlord's agent withdrew the requests for an Order of Possession in the present hearing.

Despite having been served with the present Notice of Hearing in person on March 14, 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.

Issue(s) to be Decided

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

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Background and Evidence

This tenancy began on June 1, 2007 and the landlord's agent gave evidence that the tenant had vacated the rental unit shortly after the hearing of March 14, 2012 without notice and without providing a forwarding address.

Rent is \$1,739 per month and the landlord holds a security deposit of \$850 paid on June 1, 2007.

During the hearing, the landlord's agent gave evidence that the tenant had failed to pay the rent for February 2012 and for March 2012. Therefore, the landlord requests a Monetary Order for the two months' rent and filing fee, and authorization to retain the security deposit and interest in set off against the balance owed.

Analysis

Section 26 of the Act states that tenants must pay rent when it is due.

Section 67 of the *Act* authorizes the director's delegate to determine an amount owed by one party of a rental agreement to the other and order that party to pay that amount to the other.

In the present matter, I find that the tenant owes to the landlord rent for February and March 2012. As the application has succeeded on its merits, I find that the landlord is entitled to recovery the filing fee for this proceeding from the tenant. In addition, as authorized under section 72 of the *Act*, I hereby order that the landlord may retain the tenant's security deposit in set off against the balance.

Thus, I find that the tenant owes the landlord an amount calculated as follows:

Rent for February 2012	\$1,739.00
Filing fee	<u>50.00</u>
Sub total	\$3,528.00
Less security deposit	- 850.00
Less interest (June 1, 2007 to date)	<u>- 20.35</u>
TOTAL	\$2,657.65

Conclusion

In addition to authorization to retain the tenant's security deposit in set off, the landlord's copy of this decision is accompanied by a Monetary Order, enforceable through the Provincial Court of British Columbia, for \$2,657.65 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: March 26, 2012.

Residential Tenancy Branch