



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNR, MNSD, FF

### Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the landlord's agent only.

The landlord submitted documentary evidence that the tenant was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by registered mail on January 12, 2012 in accordance with Section 89. As per Section 90, the documents are deemed received by the tenant on the 5<sup>th</sup> day after it was mailed.

Based on the evidence of the landlord, I find that the tenant has been sufficiently served with the documents pursuant to the *Act*.

### Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 38, 67, and 72 of the *Act*.

### Background and Evidence

The landlord submitted into evidence the following documents:

- A copy of a tenancy agreement signed by the parties on December 1, 2010 for a 1 year fixed term tenancy beginning on March 1, 2011 with a monthly rent of \$955.00 due on the 1<sup>st</sup> of each month with a security deposit of \$462.50 paid;
- A copy of a tenant ledger showing a long history of late and unmade rental payments throughout the tenancy showing a total arrears of \$3,190.00; and
- A copy of a 1 Month Notice to End Tenancy for Cause issued by the landlord on November 9, 2011 with an effective vacancy date of December 31, 2011 citing the tenant was repeatedly late paying rent.

The landlord's agent confirmed in her testimony the tenant had made a lump sum payment of \$3,000.00 towards outstanding rent on October 11, 2011 and that he vacated the rental unit by December 31, 2011 in accordance with the 1 Month Notice.

### Analysis

I accept the landlord's undisputed evidence and testimony and I find that the tenant had failed to pay rent for several months; that he did provide a lump sum payment; and that he has not made any additional payments since that date.

### Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$3,240.00** comprised of \$3,190.00 rent owed and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$462.50 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$2,777.50**.

This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be enforced as an order of that Court.

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 15, 2012.

---

Residential Tenancy Branch