

DECISION

Dispute Codes OPR, MNR, MNDC, MNSD, FF

Introduction

This is an application filed by the Landlord for an order of possession and a monetary order for unpaid rent, for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, to keep all or part of the security deposit and recovery of the filing fee.

The Landlord attended the hearing by conference call and gave undisputed testimony. The Tenants did not attend. The Landlord states that the Tenants were personally served with the notice of hearing and evidence package on May 16, 2012. I accept the undisputed testimony of the Landlord and find that the Tenants were properly served as deemed under the Act.

At the beginning of the hearing, the Landlord stated that the Tenants vacated the rental unit on May 23, 2012 and that an order of possession is no longer required. The Landlord has also withdrawn a portion of the monetary request for damage to the unit.

Issue(s) to be Decided

Is the Landlord entitled to a monetary order?

Is the Landlord entitled to retain the security deposit?

Background, Evidence and Analysis

The Landlord states that the Tenancy lasted for approximately 3 months and ended on May 23, 2012 after being served a 10 day notice to end tenancy on May 5, 2012. The notice is dated May 5, 2012 and shows an effective date of May 15, 2012 and that only ½ of the monthly rent, \$367.50 was paid and the remaining \$367.50 remains outstanding. The Landlord states that a \$367.50 security deposit and \$367.50 pet damage deposit are currently held by the Landlord.

The Landlord seeks a monetary order for the recovery of \$367.50 for outstanding rent for May 2012 and to be able to keep the \$367.50 security deposit to offset this amount.

I accept the Landlord's undisputed testimony and find that a 10 day notice to end tenancy was served on the Tenants for outstanding rent of \$367.50 on May 5, 2012. The Tenants failed to pay the outstanding rent and did not file an application to dispute the notice. I grant the Landlord's request to retain the \$367.50 security deposit to offset the outstanding ½ months rent owing. The Landlord is also entitled to recovery of the \$50.00 filing fee. I order that the Landlord may retain \$50.00 from the pet damage deposit of \$367.50 and return the remaining \$317.50 in accordance with the normal end of tenancy rules from the Residential Tenancy Act.

Conclusion

The Landlord's application is granted. The Landlord may retain \$417.50 from the combined \$735.00 pet damage and security deposits.

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: June 08, 2012.

Residential Tenancy Branch