



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, MNDC, FF

Introduction

This hearing was scheduled to deal with a landlord's application for an Order of Possession for unpaid rent; a Monetary Order for unpaid rent and authorization to retain the tenant's security deposit. The tenant did not appear at the hearing. The landlord verbally provided a registered mail tracking number as proof of service. The landlord testified the registered mail was sent to the rental unit on August 3, 2012 and that the tenant was residing in the unit until sometime between August 7 and 15, 2012. I was satisfied the landlord served the tenant in a manner that complies with the Act and I proceeded to hear from the landlord without the tenant present.

The landlord confirmed that he no longer requires an Order of Possession as the tenant has vacated the rental unit. Accordingly, the remainder of this decision deals with the landlord's monetary claim only.

Issue(s) to be Decided

Has the landlord established an entitlement to recover unpaid rent from the tenant?
Is the landlord authorized to retain the tenant's security deposit?

Background and Evidence

The landlord provided the following undisputed testimony: The tenancy commenced in December 2008 and the tenant paid a \$325.00 security deposit. The tenant was required to pay rent of \$650.00 on the 1st day of every month. The tenant failed to pay \$550.00 of the rent owed for June 2012 and failed to pay \$550.00 of the rent owed for July 2012. The landlord posted a 10 Day Notice to End Tenancy for Unpaid Rent (the Notice) on the tenant's door on July 11, 2012.

In filing this application the landlord indicated his monetary claim consisted of unpaid rent for June 2012 of \$550.00 and \$550.00 for July 2012.

The landlord provided a copy of the 10 Day Notice as documentary evidence for this proceeding.

I noted that the 10 Day Notice indicates that \$550.00 was outstanding as of July 2012 and there was no indication rent was owed for June 2012. The landlord explained that he did not include the rental arrears for June 2012 on the Notice because the tenant had been a long term tenant and rented other units from him in the past so he expected to collect the outstanding June 2012 rent as she had promised.

Analysis

In this case, I have accepted that the tenant has been put on notice that the landlord is seeking to recover unpaid rent for June and July 2012 in the total amount of \$1,100.00. Based upon the landlord's undisputed testimony and the 10 Day Notice I accept that the landlord is entitled to recover those amounts from the tenant. Therefore, I grant the landlord's request to recover unpaid rent of \$1,100.00 from the tenant.

I authorize the landlord to retain the tenant's security deposit in partial satisfaction of the rent owed the landlord. I also award the landlord the filing fee paid for this application.

In light of the above, the landlord is provided a Monetary Order calculated as follows:

June 2012 unpaid rent	\$ 550.00
July 2012 unpaid rent	550.00
Filing fee	50.00
Less: security deposit	<u>(325.00)</u>
Monetary Order	\$ 825.00

The landlord must serve the Monetary Order upon the tenant and may enforce it in Provincial Court (Small Claims) as necessary.

Conclusion

The landlord has been authorized to retain the tenant's security deposit in partial satisfaction of unpaid rent. The landlord has also been provided a Monetary Order for the balance owing of \$825.00 to serve upon the tenant and enforce as necessary.

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: August 30, 2012.

Residential Tenancy Branch