



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 dealt with the landlord's Application for Dispute Resolution seeking an order of possession and a monetary order.

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

The landlord testified 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)* personally on August 15, 2012 in accordance with Section 89 and that this service was witnessed by a third party.

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

The landlord testified that it appears the tenant has abandoned the rental unit as of sometime in September 2012 and he is no longer in need of an order of possession. I amend the landlord's Application to exclude the matter of possession.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to an order of possession for unpaid rent; 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, 46, 55, 67, and 72 of the *Act*.

Background and Evidence

The landlord testified the tenancy began as a month to month tenancy beginning in the early summer of 2011 for the monthly rent of \$1,500.00 due on the 1st of each month and a security deposit of \$500.00 was paid.

The landlord testified the tenant failed to pay the full rent for the months of July and August 2012 and had provided no indication if she was leaving prior to September 1, 2012. The landlord submits the tenant failed to pay \$600.00 for July. He states that she did not pay any rent at all for August or September 2012.

Analysis

Section 26 of the *Act* requires that a tenant pay rent in full on the day that it is due according to the tenancy agreement, unless the tenant has a right under the *Act* to deduct all or a portion of the rent.

As there is no evidence before me that the tenant had any right under the *Act* to withhold any amount of rent and based on the landlord's undisputed testimony I find the tenant is entitled to rent that has remained unpaid by the tenant.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$3,650.00** comprised of \$3,600.00 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 \$500.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$3,150.00**.

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: September 13, 2012.

Residential Tenancy Branch