



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNDC, MNSD, FF

Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord has made application for a monetary Order for money owed or compensation for damage or loss, to retain all or part of the security deposit, and to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

The Agent for the Landlord stated that he personally served the Application for Dispute Resolution, the Notice of Hearing, and documents the Landlord wishes to rely upon as evidence to the male Tenant on July 20, 2012. He stated that the Tenant returned the documents to him without reading them. In the absence of evidence to the contrary, I find that these documents have been served to the male Tenant in accordance with section 89 of the *Residential Tenancy Act (Act)*, however the male Tenant did not appear at the hearing.

The Agent for the Landlord stated that the Application for Dispute Resolution and Notice of Hearing were not served to the female Tenant and, as such, the Agent for the Landlord elected to withdraw his application for a monetary Order naming the female Tenant.

Issue(s) to be Decided

The issues to be decided are whether the Landlord is entitled to a monetary Order for unpaid rent/loss of revenue; to keep 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 *Residential Tenancy Act (Act)*.

Background and Evidence

The Agent for the Landlord stated that this tenancy began on May 01, 2012; that the Tenant was required to pay monthly rent of \$1,800.00 by the first day of each month; and that the Tenant paid a security deposit of \$450.00.

The Agent for the Landlord stated that the Tenant did not pay any rent for June or July of 2012. He stated that the Tenant vacated the rental unit on July 30, 2012 after being served with an Order of Possession on July 14, 2012.

Analysis

Based on the evidence provided by the Landlord and in the absence of evidence to the contrary, I find that the Tenant entered into a tenancy agreement with the Landlord that required the Tenant to pay monthly rent of \$1,800.00 on the first day of each month.

Based on the evidence provided by the Landlord and in the absence of evidence to the contrary, I find that the Tenant did not pay rent when it was due on June 01, 2012 or July 01, 2012. As the Tenant was required to pay rent pursuant to section 26(1) of the *Act*, I find that the Tenant must pay \$3,600.00 in outstanding rent to the Landlord.

I find that the Landlord's application has merit and that the Landlord is entitled to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

Conclusion

I find that the Landlord has established a monetary claim, in the amount of \$3,650.00, which is comprised of \$3,600.00 in unpaid rent and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution. Pursuant to section 72(2) of the *Act*, I authorize the Landlord to retain the Tenant's security deposit of \$450.00, in partial satisfaction of the monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the balance of \$3,200.00. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims Court and 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 11, 2012.

Residential Tenancy Branch