



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, MNSD, MNDC, FF

### Introduction

This matter dealt with an application by the Landlord for a Monetary Order for unpaid rent, for compensation for loss or damage under the Act, regulations or tenancy agreement, to retain the Tenants' security deposit and to recover the filing fee for this proceeding.

The Landlord said she served the Tenants with the Application and Notice of Hearing (the "hearing package") by registered mail July 12, 2012. Based on the evidence of the Landlord, I find that the Tenant was served with the Landlord's hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenant's absence.

### Issues(s) to be Decided

1. Are there rent arrears and if so, how much?
2. Is the Landlord entitled to compensation for unpaid rent and if so how much?
3. Is there loss or damage and if so how much?
4. Is the Landlord entitled to compensation for loss or damage and if so how much?
5. Is the Landlord entitled to keep the Tenant's security deposit?

### Background and Evidence

This tenancy started on June 1, 2012 as a month to month tenancy. Rent was \$815.00 per month payable in advance of the 1<sup>st</sup> day of each month. The Tenant paid a security deposit of \$407.50 in advance of the tenancy. The Landlord said the Tenant moved out of the rental unit on June 30, 2012 as a result of a Notice to End Tenancy the Tenant gave to the Landlord on June 22, 2012 with an effective vacancy date of July 31, 2012. The Notice to End Tenancy states that the Tenant acknowledges that she is responsible for the July, 2012 rent of \$815.00. The Landlord said she has spoken with the Tenant who moved into another unit in the rental complex and the Landlord said the Tenant has said she agrees that she is responsible for the July, 2012 rent of \$815.00.

In addition the Landlord requested to retain the Tenants security deposit of \$407.50 as partial payment of the unpaid rent and to recover the filing fee of \$50.00 from the Tenant.

### Analysis

Section 26 says a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

Section 45 of the Act says a Tenant may end a period term tenancy not earlier than one month after the date the landlord receives the notice and on the day before the day that is normally the day the rent is paid. In this case the earliest the Tenant could end the tenancy was July 31, 2012; therefore I find the Tenant is responsible for the unpaid rent for July, 2012 in the amount of \$815.00.

As the Landlord has been successful in this matter, she is also entitled to recover from the Tenant the \$50.00 filing fee for this proceeding. I order the Landlord pursuant to s. 38(4) and s. 72 of the Act to keep the Tenant's security deposit in partial payment of the rent arrears. The Landlord will receive a monetary order for the balance owing as following:

	Rent arrears:	\$ 815.00
	Recover filing fee	\$ 50.00
	Subtotal:	\$ 865.00
Less:	Security Deposit	\$ 407.50
	Subtotal:	\$ 407.50
	Balance Owing	\$ 457.50

### Conclusion

A Monetary Order in the amount of \$457.50 has been issued to the Landlords. A copy of the Orders must be served on the Tenant: the Monetary Order may be enforced in the Provincial (Small Claims) Court of British Columbia.

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*.

---

Residential Tenancy Branch