



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

OPR, MNR, MNSD, FF

Introduction

This hearing was scheduled in response to the landlord's Application for Dispute Resolution, in which the landlord has made application for an Order of Possession for Unpaid Rent, a monetary Order for unpaid rent, 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 provided affirmed testimony that on September 14, 2012, copies of the Application for Dispute Resolution and Notice of Hearing were sent to the tenant via registered mail to the address provided by the tenant on September 11, 2012. A Canada Post tracking number and receipt was provided as evidence of service. During the hearing the landlord confirmed that Canada Post tracking information showed that the tenant signed accepting the mail on September 18, 2012.

These documents are deemed to have been served in accordance with section 89 of the Act; however the tenant did not appear at the hearing.

Preliminary Matter

The tenant vacated the unit on September 5, 2012; therefore, the landlord withdrew the request for an Order of possession.

Issue(s) to be Decided

Is the landlord entitled to a monetary Order for unpaid August and September, 2012 rent in the sum of \$2,325.00?

May the landlord retain the deposit paid by the tenant?

Is the landlord entitled to filing fee costs?

Background and Evidence

This 1 year fixed-term tenancy commenced on September 15, 2011. Rent was \$1,550.00 per month, due before the first day of each month. A deposit in the sum of \$775.00 was paid. A copy of the signed tenancy agreement was supplied as evidence.

The tenancy agreement indicated the term was to end effective September 30, 2012; however, the agreement also indicated the term was for a twelve month period.

The tenant did not pay August rent owed in the sum of \$1,550.00. The landlord is claiming one-half of September rent, to the 15th, in the sum of \$775.00, which was not paid by the tenant.

The landlord had issued a 10 Day Notice to End Tenancy for Unpaid August 2012 rent. The tenant did not give Notice that he would vacate on September 5, 2012, he went to the office on that date and gave the landlord the keys to the unit. The landlord had applied for dispute resolution on August 31, 2012 and served the tenant with Notice of the hearing once the forwarding address had been provided by the tenant.

Analysis

I find that the fixed-term tenancy was to end effective September 15, 2012.

In the absence of evidence to the contrary, I find that the tenant has not paid rent in the amount of \$2,325.00 for August and September rent owed, to the end of the fixed term, which I find was September 15, 2012.

Therefore, I find that the landlord is entitled to compensation in the sum of \$2,325.00. The tenant did not pay rent owed and did not end the tenancy in accordance with section 45 of the Act.

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.

I find that the landlord is entitled to retain the tenant's security deposit in the amount of \$775.00, in partial satisfaction of the monetary claim.

Conclusion

I find that the landlord has established a monetary claim, in the amount of \$2,375.00, which is comprised of unpaid August and September, 2012, rent and \$50.00 in compensation for the filing fee paid by the landlord for this Application for Dispute Resolution.

The landlord will be retaining the tenant's security deposit in the amount of \$775.00, in partial satisfaction of the monetary claim.

Based on these determinations I grant the landlord a monetary Order for the balance of \$1,600.00. 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 final and binding on the parties, unless otherwise provided under the Act, and 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: October 03, 2012.

Residential Tenancy Branch