



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute codes OP MNR MNSD FF

Introduction

This hearing dealt with an application by the landlord for an order of possession, a monetary order and an order allowing retention of the security deposit in partial satisfaction of the claim. The hearing was conducted by conference call. The landlord called in and participated in the hearing. The tenant did not appear although he was served with the Application for Dispute Resolution and Notice of Hearing by registered mail sent on October 13, 2012.

Issues

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary order?

Is the landlord entitled to an order allowing retention of the security deposit?

Background and Evidence

This tenancy began on June 15, 2007. The current rent is \$800.25 due in advance on the first day of each month. The tenant paid a security deposit of \$375.00 at the start of the tenancy. The tenant did not pay rent for October and did not pay outstanding arrears of \$1,674.75. On October 2, 2012 the landlord served the tenant with a Notice to End Tenancy for non-payment of rent by posting it to the door of the rental unit. The tenant paid rent for October after he received the Notice to End Tenancy. The landlord's representative testified that the tenant moved out of the rental unit on November 7, 2012 without giving notice and without paying rent for November.

Analysis and conclusion

Because the tenant has moved out of the rental unit an order for possession is no longer required. The landlord has possession of the rental unit and the claim for an order for possession is therefore dismissed.

Conclusion

Monetary Order and Security Deposit - I find that the landlord has established a total monetary claim of \$2,475.00, being rental arrears of \$1,674.75 as claimed and loss of revenue for November in the amount of \$800.25. The landlord is entitled to recover the \$50.00 filing fee for this application for a total award of \$2,525.00. In the application for dispute resolution the landlord requested the retention of the security deposit. On November 7, 2012 the landlord purported to withdraw her request to retain the security deposit, apparently because she wants to keep it on account of alleged damage to the rental unit. The landlord did not serve the tenant with a copy of the revised application for dispute resolution and I find that the claim has not been validly amended. Pursuant to section 72 of the *Residential Tenancy Act* I set off the security deposit and accrued interest in the amount of 383.75 against the monetary award to the landlord. I order that the landlord retain the deposit and interest of \$383.75 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$2,141.25. This order may be filed in the 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: November 15, 2012.

Residential Tenancy Branch