



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for an order of possession, a monetary order and an order to retain the security deposit in partial satisfaction of the claim. The landlord participated in the conference call hearing but the tenant(s) did not. The landlord presented evidence that the tenants were served with the application for dispute resolution and notice of hearing by personally serving and having the tenant sign to acknowledge service on October 16, 2012. I found that the tenants had been properly served with notice of the landlord's claim and the date and time of the hearing and the hearing proceeded in their absence. The landlord gave affirmed evidence.

Issues to be Decided

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary order for unpaid rent and loss of income?

Background and Evidence

The tenancy began on or about April 1, 2012. Rent in the amount of \$850.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$425.00. The tenant failed to pay rent in the month(s) of October and on October 2, 2012 the landlord served the tenant with a notice to end tenancy. At the outset of the hearing the landlord advised that the tenant has vacated the unit and no longer requires an order of possession; accordingly I dismiss that portion of the landlords application. The landlord further advised that the amount of outstanding rent and late fees as per their tenancy agreement is \$180.00.

Analysis

As for the monetary order, I find that the landlord has established a claim for \$180.00 in unpaid rent. The landlord is also entitled to recovery of the \$50.00 filing fee. I order that the landlord retain \$230.00 from the security deposit in full satisfaction of the claim.

Conclusion

The landlord may retain \$230.00 from the security deposit.

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 20, 2012.

Residential Tenancy Branch