

DECISION

Dispute Codes: OPR; MNR

Introduction

This is the Landlord's application for an Order of Possession and a Monetary Order for unpaid rent.

The parties gave affirmed testimony at the Hearing.

The Landlord's agent testified that the Notice of Hearing documents were hand delivered to the Tenant along with copies of the Landlord's documentary evidence on November 9, 2012. The Tenant acknowledged receipt of the documents.

The Tenant did not provide any documentary evidence to the Landlord or to the Residential Tenancy Branch.

Preliminary Matter

At the outset of the Hearing, it was determined that the Tenant moved out of the rental unit on or about November 24, 2012. Therefore, the Landlord no longer requires an Order of Possession and this portion of its application is dismissed.

Issues to be Decided

- Is the Landlord entitled to a Monetary Order and if so, in what amount?

Background and Evidence

The parties agreed on the following facts:

Monthly rent was \$850.00, due on the first day of each month. The Tenant paid a security deposit in the amount of \$425.00 on May 29, 2009.

- On the date that the Landlord filed its Application for Dispute Resolution, the Tenant owed the following amount of unpaid rent:

October, 2012	\$250.00
November, 2012	<u>\$850.00</u>
TOTAL	\$1,100.00
- The Tenant has made the following payments towards unpaid rent:

November 9, 2012	\$250.00
November 23, 2012	<u>\$200.00</u>
TOTAL	\$450.00

The Landlord's agent asked to apply the security deposit towards partial satisfaction of the Landlord's monetary award.

The Tenant gave his ex-wife's address as his forwarding address and agreed that the Landlord could use that address as his address for service.

Analysis

Based on the testimony of both parties, I find that the Tenant owes rent in the amount of \$650.00 to the Landlord, calculated as follows:

Total owed on November 7, 2012	\$1,100.00
Less amount paid	<u>-\$450.00</u>
Balance owing	\$650.00

Pursuant to Section 72(2)(b) of the Act, the Landlord may apply the security deposit towards partial satisfaction of the Landlord's monetary award. No interest has accrued on the security deposit.

I hereby provide the Landlord a Monetary Order, calculated as follows:

Unpaid rent	\$650.00
Less set off security deposit	<u>\$425.00</u>
TOTAL	\$225.00

Conclusion

I hereby provide the Landlord a Monetary Order in the amount of **\$225.00** for service upon the Tenant. This Order may be filed in the Provincial Court of British Columbia (Small Claims) and enforced as an Order of that Court.

During the course of the Hearing, the Tenant provided his ex-wife's address as his forwarding address and agreed that the Landlord could use that address as his address for service.

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: December 05, 2012.

Residential Tenancy Branch