



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR,OPC,MNR,MNSD,FF,MT,DRI,CNC,CNR,MNR,MNDC,RR

Introduction

There are applications filed by both parties. The Landlord seeks an order of possession for unpaid rent or utilities and for cause, a monetary order request for unpaid rent or utilities, to keep all or part of the security deposit and recovery of the filing fee. The Tenant has made an application for more time to be allowed to make an application to dispute a notice to end tenancy, to cancel a notice to end tenancy issued for unpaid rent or utilities, to cancel a notice to end tenancy issued for cause, a monetary order request for emergency repairs, for money owed or compensation for damage or loss, an order to be allowed to reduce rent and recovery of the filing fee.

The Landlord attended the hearing by conference call and gave undisputed testimony. The Tenant did not attend. The Landlord states that the Tenant was served with the notice of hearing package by Canada Post Registered Mail on December 5, 2012 and has provided a copy of the Customer Tracking Receipt as confirmation. I am satisfied based upon the evidence submitted that the Tenant was properly served with the Landlord's notice of hearing package. The Landlord has confirmed receipt of the Tenant's notice of hearing package. As the Landlord has attended in response to the Tenant's Application and the Tenant has not, after waiting 10 minutes the Tenant's Application is dismissed without leave to reapply. The Landlord clarified that the Tenant vacated the rental unit on January 2, 2013. As such, the Landlord no longer requires an order of possession and has withdrawn this portion of the application. No further action is required. A hearing was conducted for the monetary claim made by the Landlord.

Issue(s) to be Decided

Is the Landlord entitled to a monetary order?

Is the Landlord entitled to retain the security deposit?

Background, Evidence and Analysis

The Landlord states that he served the Tenant with a 10 day notice to end tenancy issued for unpaid rent on December 2, 2012. The notice states that \$700.00 in unpaid rent that was due December 1, 2012 was outstanding. The effective date of the notice is December 13, 2012. The Landlord states that the notice was personally served on December 2, 2012 to the Tenant. I accept the undisputed testimony of the Landlord and find that the Tenant was properly served with the 10 day notice to end tenancy issued for unpaid rent on December 2, 2012.

The Landlord seeks \$1,400.00 in unpaid rent, \$700.00 for December and \$700.00 for January. I accept the undisputed testimony of the Landlord and find that the Tenant failed to pay rent of \$700.00 for December and \$700.00 for January because he over-held the rental and did not vacated until January 2, 2013.

The Landlord has established a monetary claim of \$1,400.00. I order that the Landlord retain the \$350.00 security deposit in partial satisfaction of this claim. The Landlord is entitled to recovery of the \$50.00 filing fee. I grant the Landlord a monetary order under section 67 for the balance due of \$1,100.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The Tenant's Application is dismissed without leave to reapply.
The Landlord is granted a monetary order for \$1,100.00.
The Landlord may retain 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: January 14, 2013

Residential Tenancy Branch

