



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding PACIFIC QUORUM PROPERTIES  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNR, MNSD, OPR, FF

### Introduction

The landlord has applied for an Order of Possession, a Monetary Order; and an order to retain the security deposit.

The tenant did not attend the hearing. I accept that the tenant was properly served with the Application for Dispute resolution hearing package y way of registered mail.

### Issues to Be Decided

- Is the Notice to End Tenancy (the “Notice”) served upon the tenant effective to end this tenancy, and entitle the landlord to an Order of Possession?
- Is there rent money due and payable by the tenant?
- If so, is the landlord entitled to retain the deposit in partial satisfaction of the amount owing?

### Background and Evidence

This tenancy began on March 15, 2011. Rent is due on the 1<sup>st</sup> day of each month in the amount of \$950.00. A security deposit of \$475.00 was paid at the start of the tenancy. In April, the landlord served the tenant with a 10-Day Notice to End Tenancy, after the tenant falls seriously into arrears. The tenant did not pay the rent owed or apply for dispute resolution within the required five days of receiving the Notice to End Tenancy. There are now rental arrears of \$12,560.00 owing to the landlord, although the landlord has claimed only \$10,000.00.

Prior to the hearing, the tenant vacated the premises.

### Analysis

As the landlord has already recovered possession of the premises, no Order of Possession is now required, and that portion of the claim is dismissed.

The landlord is entitled to recover the rental arrears as claimed (\$10,000.00) and the filing fee (\$100.00) from the tenant, and to retain the security deposit in partial satisfaction of the award.

### Conclusion

The claim for an Order of Possession is dismissed. The landlord is entitled to a monetary award of \$10,100.00 as against the tenant.

The security deposit including accrued interest to the date of this hearing, totals \$475.00. I order, pursuant to section 38(1)(d) that the full amount of the deposit be retained, in partial satisfaction of the monetary award noted above. I further order that the remaining balance of the award due to the landlord, equalling \$9,625.00, be paid immediately.

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: June 11, 2013

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Residential Tenancy Branch