



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OPR, MNR, MNDC, FF

Introduction

This hearing was scheduled in response to the landlord's application for an order of possession / a monetary order as compensation for unpaid rent / compensation for damage or loss under the Act, Regulation or tenancy agreement / and recovery of the filing fee. The landlord attended and gave affirmed testimony.

The landlord testified that the tenant vacated the unit on July 10, 2013 without providing a forwarding address. Accordingly, I consider the application for an order of possession to be withdrawn.

Issue(s) to be Decided

Whether the landlord is entitled to any of the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement, tenancy began on June 1, 2012. Monthly rent of \$825.00 is due and payable in advance on the first day of each month. A security deposit of \$412.50 and a pet damage deposit of \$412.50 were both collected.

Arising from rent which remained unpaid when due on June 1, 2013, the landlord issued a 10 day notice to end tenancy for unpaid rent dated June 8, 2013. The notice was served by way of posting on the unit door on that same date. A copy of the notice was submitted in evidence. The date shown on the notice by when the tenant must vacate the unit is June 18, 2013. The landlord testified that the tenant subsequently made no further payment toward rent, that she vacated the unit on July 10, 2013 without providing a forwarding address, and that she instructed the landlord to retain her security and pet damage deposits.

Analysis

Based on the documentary evidence and the affirmed / undisputed testimony of the landlord, I find that the tenant was served with a 10 day notice to end tenancy for unpaid rent dated June 8, 2013. The tenant did not pay the outstanding rent within 5 days of receiving the notice, and did not apply to dispute the notice. The tenant later vacated the unit on July 10, 2013 without making any further payment toward rent, and without informing the landlord of her forwarding address. As for the monetary order, I find that the landlord has established a claim of **\$1,700.00**:

\$825.00 - June rent & \$825.00 - July rent & \$50.00 - filing fee.

Section 72 of the Act addresses **Director's orders: fees and monetary orders**, in part:

72(2) If the director orders a party to a dispute resolution proceeding to pay any amount to the other, including an amount under subsection (1), the amount may be deducted

(b) in the case of payment from a tenant to a landlord, from any security deposit or pet damage deposit due to the tenant.

Following from all the above, I order that the landlord retain the security deposit and pet damage deposits in the combined total amount of **\$825.00** (\$412.50 + \$412.50), and I grant the landlord a **monetary order** under section 67 of the Act for the balance owed of **\$875.00** (\$1,700.00 - \$825.00).

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$875.00**. This order may be served on the tenant, 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: July 18, 2013

Residential Tenancy Branch