



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

For the tenant: MT CNC MNDC RPP
For the landlord: OPR OPC MNR MNSD MNDC FF

Introduction

This hearing was convened as a result of the cross applications of the parties for dispute resolution under the *Residential Tenancy Act* (the “Act”).

The tenant applied for more time to make an application to cancel a Notice to End Tenancy, to cancel a Notice to End Tenancy for Cause, for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and for an order directing the landlord to return the tenant’s personal property.

The landlord applied for an order of possession for unpaid rent and for cause, for a monetary order for unpaid rent, for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and for authorization to keep all or part of the security deposit, and to recover their filing fee.

The landlord and the nephew/interpreter of the landlord attended the hearing. The tenant did not attend the hearing. As the tenant did not attend the hearing, their application was **dismissed in full without leave to reapply** after the 10 minute waiting period had elapsed. The hearing continued with the landlord’s application only.

The landlord testified that the tenant was served with the landlord’s application and the Notice of Hearing in person at the rental unit on June 11, 2013 between 11:00 p.m. and midnight as the police attended the rental unit and were present when the tenant was served with the landlord’s application and the Notice of Hearing. I accept that the tenant was sufficiently served with the landlord’s application in accordance with the *Act*.

Preliminary and Procedural Matters

As the tenant's application had the name of the landlord written incorrectly, the tenant's application was amended to the correct spelling of the landlord's name.

The landlord withdrew their application for an order of possession as they had already been granted an order of possession through an earlier application, the file number of which has been referenced on the front page of this decision. In that decision, the parties reached a settlement agreement that the tenancy ended on June 19, 2013 at 4:00 p.m. and an order of possession was granted accordingly. Given the above, the landlord's application for a monetary order for unpaid rent and for authorization to retain the tenant's security deposit, and to recover the filing fee was considered only.

Issues to be Decided

- Is the landlord entitled to a monetary order under the *Act*, and if so, in what amount?
- What should happen to the tenant's security deposit under the *Act*?

Background and Evidence

A periodic tenancy began on December 1, 2012. Monthly rent in the amount of \$600.00 was due on the first day of each month. The tenant paid a security deposit of \$300.00 at the start of the tenancy.

The landlord testified that the tenant vacated the rental unit on June 19, 2013 after having the rental unit keys returned. The tenant failed to pay June 2013 rent in the amount of \$300.00 and only paid \$300.00 of April 2013 rent leaving a total amount owing of unpaid rent in the amount of \$900.00.

The landlord filed their application claiming towards the security deposit on June 10, 2013. The landlord is also seeking to retain the full security deposit of the tenant towards the amount owing in unpaid rent of \$900.00. The landlord stated that the tenant has failed to provide a forwarding address as they do not know where the tenant has moved to.

Analysis

Based on the undisputed testimony provided during the hearing, and on the balance of probabilities, I find the following.

I accept that the tenant failed to pay June 2013 rent in the amount of \$600.00 and \$300.00 of April 2013 rent. I accept that the tenant has not provided her forwarding address to the landlord. Section 26 of the *Act* requires that a tenant pays rent on the date that it is due. Therefore, **I find** the tenant breached section 26 of the *Act* by failing to pay June 2013 rent in the amount of \$600.00 and \$300.00 of April 2013 rent.

As the landlord was successful with their application, **I grant** the landlord the recovery of the filing fee in the amount of **\$50.00**.

Given the above, **I find** the landlord has established a monetary claim in the amount of **\$950.00**. The tenant's security deposit of \$300.00 has accrued no interest since December 2012, which the landlord continues to hold.

I authorize the landlord to retain the tenant's full security deposit of \$300.00 in partial satisfaction of the claim. **I grant** the landlord a monetary order pursuant to section 67 of the *Act*, for the balance owing in the amount of **\$650.00**. This order must be served on the tenant and may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

Conclusion

I find the landlord has established a monetary claim in the amount of \$950.00. I authorize the landlord to retain the tenant's full security deposit of \$300.00 in partial satisfaction of the claim. I grant the landlord a monetary order pursuant to section 67 of the *Act*, for the balance owing in the amount of \$650.00. This order must be served on the tenant and may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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 25, 2013

Residential Tenancy Branch