



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, MNSD, FF

### Introduction

This hearing dealt with the landlord's application for monetary compensation for unpaid rent and authorization to retain the tenant's security deposit. The tenant did not appear at the hearing. The landlord submitted that the hearing documents were sent to the tenant via registered mail on May 24, 2013 at the tenant's forwarding address. The landlord provided a registered mail tracking number as proof of service. I accepted that the landlord served the tenant with notification of this proceeding in a manner that complies with the Act and I continued to hear from the landlord without the tenant present.

### Issue(s) to be Decided

1. Is the landlord entitled to compensation for unpaid rent?
2. Is the landlord authorized to retain the tenant's security deposit?

### Background and Evidence

The landlord provided the following testimony:

- The tenancy commenced in 2012 and the tenant paid a security deposit of \$400.00.
- The tenant was required to pay rent of \$800.00 on the 1<sup>st</sup> day of every month.
- The tenancy was on a month to month basis.
- The tenant failed to pay \$50.00 of the rent owed for April 2013 and did not pay rent for May 2013.
- On May 2, 2013 a 10 Day Notice to End Tenancy for Unpaid Rent (the Notice) was posted on the tenant's door. The Notice indicates rent of \$850.00 was outstanding and had a stated effective date of May 15, 2013.
- The tenant vacated the rental unit by May 15, 2013.
- The tenant left a piece of paper in the landlord's mail box with a forwarding address.

The landlord is seeking compensation of \$850.00 for unpaid rent for the months of April and May 2013.

### Analysis

Under the Act, a tenant is required to pay rent when due in accordance with the terms of their tenancy agreement unless the tenant has a legal right to withhold rent. By definition under the Act, a tenancy agreement includes agreements entered into in writing and orally.

Based upon the undisputed evidence presented to me, I find the tenant was obligated to pay rent of \$800.00 per month including the months of April and May 2013. Since the tenant failed to do so I find the landlord entitled to recover unpaid rent in the amount of \$850.00 under the Act and as requested by the landlord. I further award the landlord the \$50.00 filing fee paid for this application.

I authorize the landlord to retain the tenant's security deposit in partial satisfaction of the rent owed to the landlord.

In light of the above, I provide the landlord with a Monetary Order for the net balance owing of \$500.00 [calculated as: \$850.00 in unpaid rent + \$50.00 for the filing fee - \$400.00 security deposit].

### Conclusion

The landlord has been authorized to retain the tenant's security deposit and has been provided a Monetary Order for the balance owing of \$500.00.

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: September 20, 2013

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Residential Tenancy Branch

