



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Intracorp Maywood Park Limited Partnership
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, O

Introduction

This is an application filed by the Landlord for an order of possession and a monetary order for unpaid rent.

The Landlord attended the hearing by conference call and gave undisputed testimony. The Tenant did not attend or submit any documentary evidence. The Landlord stated that the Tenant was served with the notice of hearing package on August 21, 2013 by Canada Post Registered Mail. The Landlord has provided in his direct testimony the Customer Receipt Tracking number as confirmation.

At the beginning of the hearing the Landlord clarified that an order of possession was already obtained in a previous residential tenancy branch hearing and is now only seeking a monetary order for unpaid rent and to retain the security deposit as shown in the details of dispute. The Landlord states that the Tenant vacated the rental unit in early July 2013. The Tenant withdraws the request for an order of possession. No further action is required.

Issue(s) to be Decided

Is the Landlord entitled to a monetary order?

Is the Landlord entitled to retain the security deposit?

Background and Evidence

The Landlord stated in his direct testimony that the Tenant failed to pay rent for May (\$1,600.00) and June (\$1,600.00) of 2013, totalling, \$3,200.00 and wishes to retain the \$800.00 security deposit currently held by the Landlord.

Analysis

I accept the undisputed direct testimony of the Landlord and find that the Tenant is in arrears for \$3,200.00 for May and June rent of 2013. However, the Landlord is limited to the \$800.00 monetary claim filed for this application as explained to him during the hearing. The Landlord has established a monetary claim of \$800.00. I order that the Landlord retain the \$800.00 security deposit in satisfaction of this claim.

Conclusion

The Landlord may retain the \$800.00 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: October 01, 2013

Residential Tenancy Branch

