



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, MNDC, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent - Section 67;
3. An Order to retain the security deposit - Section 38; and
4. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Tenant did not participate in the conference call hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Preliminary Matter

At the onset of the Hearing, the Landlord stated that the Tenant moved out of the unit sometime before October 14, 2013 leaving the keys in the unit and doors unlocked. The Landlord states that he now has possession of the unit and no longer requires an order of possession. The Landlord also withdrew its claim for unpaid utilities deferring this matter to a future application.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Is the Landlord entitled to recovery of the filing fee?

Background and Evidence

The tenancy began on June 1, 2013. Rent of \$1,690.00 is payable in advance on the first day of each month. At the outset of the tenancy, the Landlord collected \$845.00 as a security deposit from the Tenant. The Tenant owes unpaid rent for September and October 2013.

Analysis

The tenancy agreement provides for the payment of \$1,690.00 in rent each month on the first day of each month. Section 26 of the Act provides that a tenant must pay rent when it is due under the tenancy agreement. Based on the Landlord's undisputed evidence of unpaid rent, I find that the Landlord has established a monetary entitlement to **\$3,380.00** in unpaid rent. The Landlord is also entitled to recovery of the **\$50.00** filing fee for a total monetary amount of **\$3,430.00**. Setting the security deposit of **\$845.00** plus zero interest off the entitlement leaves **\$2,585.00** owed by the Tenant to the Landlord.

Conclusion

I order that the Landlord retain the **deposit** and interest of \$845.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the balance due of **\$2,585.00**. If necessary, this order may be 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: October 23, 2013

Residential Tenancy Branch

