



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Vancouver Eviction Services  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNR, MNSD, FF

### Introduction

This hearing was convened by way of conference call in response to the landlord's application for a Monetary Order for unpaid rent; for an Order permitting the landlord to keep all or part of the tenant's security deposit; and to recover the filing fee from the tenant for the cost of this application.

Service of the hearing documents, by the landlord to the tenant, was done in accordance with section 89 of the *Act*; served by registered mail on July 27, 2013. Canada Post tracking numbers were provided by the landlord in documentary evidence. The tenant was deemed to be served the hearing documents on the fifth day after they were mailed as per section 90(a) of the *Act*.

The landlord appeared, gave sworn testimony, was provided the opportunity to present evidence orally, in writing, and in documentary form. There was no appearance for the tenant, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. All of the testimony and documentary evidence was carefully considered.

### Issue(s) to be Decided

- Is the landlord entitled to a Monetary Order for unpaid rent?
- Is the landlord permitted to keep the security deposit?

### Background and Evidence

The landlord's agent testifies that this month to month tenancy started on March 01, 2013. Rent for this unit is \$1,550.00 per month and is due on the 1<sup>st</sup> day of each month. The tenant paid a security deposit of \$775.00 on March 01, 2013.

The landlord's agent testifies that the tenant failed to pay rent for June, 2013 of \$1,550.00. A 10 Day Notice to End Tenancy for unpaid rent and utilities was served upon the tenant on June 08, 2013 in person. The tenant did pay some rent for July but there is an outstanding balance of \$500.00. The landlord testifies that the tenant did not pay the rent or dispute the Notice and the rental unit was vacated on July 30, 2013.

The landlord's agent testifies that the landlord agreed to reimburse the tenant the amount of \$180.00 for a washer/dryer that was left at the unit and the landlord has deducted this sum from the unpaid rent

The landlord seeks an Order to keep the security deposit of \$775.00 in partial satisfaction of the landlord's monetary claim. The landlord also seeks to recover the \$50.00 filing fee from the tenant.

The landlord has provided a copy of the proof of service document for the 10 Day Notice, the tenancy agreement signed by the parties and the Canada Post tracking information showing service of the hearing package to the tenant.

### Analysis

The tenant did not appear at the hearing to dispute the landlords' claims, despite having been given a Notice of the hearing; therefore, in the absence of any evidence from the tenant, I have considered the landlords documentary evidence and affirmed testimony before me.

S. 26 of the *Residential Tenancy Act (Act)* states:

*A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.*

The landlord's agent has testified that rent is due on the 1<sup>st</sup> day of each month and has corroborated that the tenant has failed to pay rent for June and July, 2013. Therefore, I find the landlord is entitled to recover a loss of rent to the amount of \$2,050.00. As the landlord has agreed to deduct the amount of \$180.00 for the washer/dryer from the unpaid rent, the landlord will receive a monetary award for the amount of **\$1,870.00**.

The landlord is entitled to keep the tenants security deposit of **\$775.00** pursuant to s. 38(4)(b) of the *Act* and this amount will be offset against the unpaid rent.

As the landlord has been successful with their claim I find the landlord is entitled to recover the **\$50.00** filing fee from the tenant pursuant to section 72(1) of the *Act*. The landlord will receive a Monetary Order pursuant to s. 67 of the *Act* for the following amount:

Unpaid rent for June and July, 2013	\$2,050.00
Deduction for washer/dryer	(\$-180.00)
Less security deposit	(-\$775.00)
Filing fee	\$50.00
Total amount due to the landlord	\$1,145.00

### Conclusion

I HEREBY FIND in favor of the landlord's monetary claim. A copy of the landlord's decision will be accompanied by a Monetary Order for **\$1,145.00**. The order must be

served on the tenant and is enforceable through the Provincial Court 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 31, 2013

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Residential Tenancy Branch

