



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CENTURY 21 LAKESIDE REALTY LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNSD, MNDC, FF

Introduction

This hearing was convened by conference call in response to an application made by the landlord for a Monetary Order: for unpaid rent or utilities; for money owed or compensation for damage or loss under the Residential Tenancy Act (referred to as the 'Act'), regulation or tenancy agreement; to keep all or part of the pet damage or security deposit; and to recover the filing fee from the tenant for the cost of the application.

An agent for the landlord appeared for the hearing and provided affirmed testimony and documentary evidence prior to the hearing. The landlord's agent testified that the tenant was personally served with a copy of the application and the Notice of Hearing documents. Based on any evidence submitted by the tenant to contradict this, I find the tenant was served the hearing documents in accordance with the Act.

The tenant did not appear for the hearing or submit any documentary evidence prior to the hearing, despite being served notice of the hearing in accordance with the Act. At the start of the hearing the landlord withdrew all portions of the application and only wanted to address the issue of keeping the security deposit paid by the tenant for unpaid rent. As a result, the remainder of the application is dismissed.

Issue(s) to be Decided

- Is the landlord entitled to keep the tenant's security deposit in partial satisfaction of unpaid rent for July, 2013?

Background and Evidence

The landlord's agent testified that the tenancy started on January 1, 2013 on a month to month basis. A written tenancy agreement was completed and provided as evidence for this hearing. Rent was payable by the tenant in the amount of \$1,000.00 on the first of

every month. The tenant paid the landlord a security deposit in the amount of \$500.00 on December 31, 2013, which the landlord still retains.

The landlord's agent testified that tenant failed to pay rent in the amount of \$1,000.00 on July 1, 2013. The tenant promised she would pay this on July 15, 2013 but did not. As a result, the landlord's agent served the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities on July 18, 2013. The notice was provided as evidence for the hearing and shows an effective date of July 28, 2013 which the landlord's agent testified was the day the tenant moved out of the rental suite.

The tenant provided the landlord with a forwarding address by mail on August 19, 2013 which the landlord received on August 23, 2013. As a result, the landlord seeks to only retain the tenant's security deposit in partial satisfaction of unpaid rent for July, 2013.

Analysis

The landlord's agent testified that the tenant's forwarding address was received on August 23, 2013 and as a result, I find that the landlord made the application to keep the tenant's security deposit within the allowed time limits stipulated by the *Act*.

Based on the landlord's agent's testimony and the notice to end tenancy for unpaid rent, I accept that the tenant failed to pay rent for July, 2013 in the amount of \$1,000.00 and based on the landlord's claim, I find that the landlord is entitled to keep the tenant's security deposit in satisfaction of the losses incurred by the landlord.

Conclusion

For the reasons set out above, I order the landlord to keep the tenant's security deposit in the amount 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: December 09, 2013

Residential Tenancy Branch

