



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Executive Property Management
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

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

At the outset of the hearing the landlord advised that the tenant is no longer residing in the rental unit, and therefore, the landlord withdraws the application for an Order of Possession.

Service of the hearing documents, by the landlord to the tenant, was done in accordance with section 89 of the *Act*; served in person to the tenant on October 26, 2013.

The landlord and the landlord's agent appeared, gave sworn testimony, were 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

This tenancy started on June 03, 2013 for a fixed term tenancy which was due to expire on October 31, 2013. Rent for this unit was \$1,450.00 per month and is due on the 1st day of each month. The tenant paid a security deposit of \$725.00 on June 01, 2013. The landlord testifies that the tenant abandoned the unit around December 04, 2013.

The landlord's agent testifies that the tenant failed to pay all the rent due for June, 2013 leaving an unpaid balance of \$125.00. The tenant also failed to pay any rent for October, 2013. The landlord served the tenant a 10 Day Notice to End Tenancy on October 09, 2013. This Notice informed the tenant that there was rent due of \$1,575.00 and the tenant had five days to pay the rent or dispute the Notice. The landlord omitted to put an effective date on the Notice.

The landlord's agent testifies that since the Notice was served upon the tenant the tenant failed to pay the outstanding rent as indicated on that Notice and failed to pay rent for November and December, 2013. The landlord seeks a Monetary Order to recover the unpaid rent of \$4,475.00. The landlord also seeks an Order to keep the security deposit in partial satisfaction of this claim.

Analysis

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

Section 26 of the *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.*

Consequently I am satisfied with the undisputed evidence before me that the tenant owes rent of \$125.00 for June, \$1,450.00 for October and \$1,450.00 for November, 2013. However, as it is still early in December there is a chance the landlord may still be able to re-rent the unit for half of the month of December. Therefore I must limit the landlords claim for unpaid rent for December to \$725.00. If the landlord is unable to re-rent the unit from December 15, 2013 the landlord is at liberty to file an application for compensation for a loss of rent for the remainder of December, 2013.

I Order the landlord to retain the security deposit of \$725.00 pursuant to s. 38(4)(b) of the *Act*. This amount will be offset against the landlord's monetary claim.

I further find the landlord is entitled to recover the filing fee of \$50.00. A Monetary Order has been issued to the landlord pursuant to s. 67 and 72(1) of the *Act* for the following amount:

Unpaid rent for June, October, November and half of December	\$3,750.00
Filing fee	\$50.00
Less security deposit	(-\$725.00)
Total amount due to the landlord	\$3,075.00

Conclusion

I HEREBY FIND in partial favor of the landlord's monetary claim. A copy of the landlord's decision will be accompanied by a Monetary Order for **\$3,075.00**. The Order

must be served on the respondent. Should the respondent fail to comply with the Order, the Order may be enforced 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: December 05, 2013

Residential Tenancy Branch

