



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding NO. 288 TAURUS VENTURES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

OPR, MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for an order of possession and for a monetary order for unpaid rent and the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of her monetary claim.

The notice of hearing was served on the tenant in person, on February 06, 2014. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

The tenant moved out on March 02, 2014. Since the tenant has moved out, the landlord withdrew her application for an order of possession. Therefore, this hearing only dealt with the landlord's monetary claim.

Issues to be decided

Is the landlord entitled to a monetary order to recover unpaid rent, the filing fee and to retain the security deposit?

Background and Evidence

The tenancy started in June 2002. The monthly rent at the end of the tenancy was \$1,600.00 due in advance on the first of each month. Prior to moving in, the tenant paid a security deposit of \$437.50 and later topped it up to \$800.00 when he rented the entire home.

The landlord testified that the tenant failed to pay full rent for several months and kept falling behind. On January 02 2014, the landlord served the tenant with a ten day notice to end tenancy for unpaid rent in the amount of \$4,995.00. The tenant made some payments but still owed \$5,095.00 at the end of February. The tenant did not dispute the notice and continued to occupy the rental unit without paying rent.

As of the date of this hearing the tenant owed rent in the total amount of \$6,695.00 which includes rent for March 2014. The landlord stated that the tenant left the house in a dirty and damaged condition and that she is currently in the process of restoring it to a condition that it can be rented out.

Analysis

Based on the undisputed sworn testimony of the landlord and in the absence of evidence to the contrary, I accept the landlord's testimony in respect of her claim. I find that the tenant owes rent in the amount of \$6,695.00. Since the landlord has proven her case, she is also entitled to the recovery of the filing fee of \$50.00.

The landlord has established a total claim of \$6,745.00. I order that the landlord retain the security deposit of \$800 plus accrued interest of \$20.82 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$5,924.18. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order for **\$5,924.18**.

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: March 26, 2014

Residential Tenancy Branch

