



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with a landlord's application for a Monetary Order for damage to the rental unit or site; unpaid rent or utilities; damage or loss under the Act, regulations or tenancy agreement; and authorization to retain the security deposit. The tenant did not appear at the hearing. The landlord submitted that the hearing documents were sent to the tenant's forwarding address on December 23, 2013 via registered mail. The landlord provided a copy of the registered mail receipt, including tracking number, as proof of service. Based upon the evidence before me, I was satisfied the tenant was served with notification of this proceeding and continued to hear from the landlord without the tenant present.

Issue(s) to be Decided

1. Has the landlord established an entitlement to compensation for the amounts claimed?
2. Is the landlord authorized to retain the security deposit?

Background and Evidence

The tenancy commenced January 4, 2011 and the tenant paid a security deposit of \$1,100.00. The tenant was required to pay rent of \$2,100.00 on the 1st day of every month and was required to pay his own utilities.

The landlord issued a 10 Day Notice to End Tenancy for Unpaid Rent and Utilities on April 2, 2013 indicating the tenant failed to pay rent of \$6,500.00 as of April 2, 2013 and \$340.00 in utilities that were demanded in writing on March 28, 2013.

The tenant also signed a document entitled "Intent to Pay" on April 3, 2013 agreeing to pay the landlord outstanding rent of \$6,500.00 and an amount of \$340.00 for Fortis Gas. The document indicates that the outstanding rent is calculated as rent payable for

January 2013 through April 2013 at the rate of \$2,100.00 per month less two payments received from the tenant: \$1,100.00 and \$500.00.

The tenant moved out of the rental unit on either April 10 or April 13, 2013. The tenant verbally provided the landlord with his forwarding address on or about April 15, 2013. The landlord drove by the address to confirm the tenant's address and observed the tenant's vehicle in the driveway of the address given. The landlord re-rented the unit in mid-May or June 2013.

On August 2, 2013 the landlord had a document entitled "Payment Request" delivered to the tenant requesting payment of \$6,840.00 as agreed upon in the document signed April 3, 2013.

The tenant has not paid the outstanding rent and utilities to the landlord and the landlord seeks a Monetary Order to enforce payment.

Analysis

Based upon the undisputed evidence before me, including the 10 Day Notice and the signed Intent to Pay document, I find that on the balance of probabilities the landlord is entitled to recover from the tenant unpaid rent and utilities in the sum of \$6,840.00. I further award the landlord recovery of the \$100.00 filing fee paid for this application.

I authorize the landlord to retain the tenant's \$1,100.00 security deposit in partial satisfaction of the unpaid rent.

In light of the above, I provide the landlord with a Monetary Order for the net amount of \$5,840.00 [calculated as \$6,840.00; plus the \$100.00 filing fee; less, the \$1,100.00 security deposit].

To enforce the Monetary Order it must be served upon the tenant and it may be filed in Provincial Court (Small Claims) to enforce as an order of the court.

Conclusion

The landlord has been authorized to retain the tenant's security deposit and has been provided a Monetary Order for the balance of \$5,840.00 to serve and enforce as necessary.

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: April 22, 2014

Residential Tenancy Branch

