



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

This matter dealt with an application by the Landlords for an Order of Possession and a Monetary Order for unpaid rent, to recover the filing fee for this proceeding and to keep the Tenant's security deposit in partial payment of those amounts.

The Landlord said he served the Tenant with the Application and Notice of Hearing (the "hearing package") by registered mail on April 17, 2014. The Landlord provided tracking information and said the Tenant did not claim the hearing package as it was returned to sender. Based on the evidence of the Landlord, I find that the Tenant was served with the Landlord's hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenant's absence.

Issues(s) to be Decided

1. Does the Landlord have grounds to end the tenancy?
2. Are there rent arrears and if so, how much?
3. Is the Landlord entitled to compensation for unpaid rent and if so how much?
4. Is the Landlord entitled to keep the Tenant's security deposit?

Background and Evidence

This tenancy started on June 1, 2011 as a month to month tenancy. Rent was \$950.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$475.00 in advance of the tenancy.

The Landlord said the Tenant moved out of the unit on May 15, 2014. Consequently the Landlord said that as he has possession of the rental unit and he is withdrawing the application for an Order of Possession.

The Landlord said that the Tenant did not pay \$950.00 of rent for April, 2014 when it was due and as a result, on April 5, 2014 the Landlord registered mailed a 10 day Notice to End Tenancy for Unpaid Rent or Utilities dated April 5, 2014 to the Tenant. The Landlord said his application also claims for unpaid rent for May, 2014 as the Tenant did not give proper notice that he was moving out on May 15, 2014. The Landlord said the Tenant just left the unit.

In addition the Landlord requested to recover from the Tenant the \$50.00 filing fee for this proceeding.

Analysis

Section 26 (1) says 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.

I find that the Tenant has not paid the overdue rent and has not applied for dispute resolution and does not have the right to with hold part or all of the unpaid rent. Consequently, I find pursuant to s. 67 of the Act that the Landlord is entitled to a Monetary Order. The Landlord is entitled to recover unpaid rent for April, 2014 in the amount of \$950.00 and for May, 2014 in the amount of \$950.00.

As the Landlord has been successful in this matter, he is also entitled to recover from the Tenant the \$50.00 filing fee for this proceeding. I order the Landlord pursuant to s. 38(4) and s. 72 of the Act to keep the Tenant's security deposit in partial payment of the rent arrears. The Landlord will receive a monetary order for the balance owing as following:

	Rent arrears:	\$ 1,900.00	
	Recover filing fee	<u>\$ 50.00</u>	
	Subtotal:		\$1,950.00
Less:	Security Deposit	<u>\$ 475.00</u>	
	Subtotal:		\$ 475.00
	Balance Owing		\$ 1,475.00

Conclusion

A Monetary Order in the amount of \$1,475.00 has been issued to the Landlord. A copy of the Order must be served on the Tenant: the Monetary Order may be enforced in the Provincial (Small Claims) Court of British Columbia.

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: June 10, 2014

Residential Tenancy Branch

