



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding LIGHTHOUSE REALTY LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNR, MNSD, FF

Introduction

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

The landlord testified that he served the tenant with the notice of hearing on May 09, 2014 by registered mail. The landlord filed a copy of the tracking slip. 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.

Issues to be decided

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

Background and Evidence

The landlord testified that the tenancy started on May 15, 2012. The monthly rent is \$700.00, payable on the first of each month. Prior to moving in, the tenant paid a security deposit of \$350.00.

The landlord stated that the tenant failed to pay rent for March 2014 and on March 26, 2014; the landlord served the tenant with a ten day notice to end tenancy for unpaid rent in the amount of \$780.00. The tenant did not dispute the notice.

On May 15, 2014, the tenant paid \$700.00 towards unpaid rent and the landlord issued a receipt for use and occupancy only. The tenant moved out on May 31, 2014 and owed \$780.00 in unpaid rent. The landlord filed a statement of rent paid and owed.

The landlord is claiming \$780.00 for unpaid rent plus the filing fee of \$50.00. The landlord is also seeking to retain the security deposit in satisfaction of the rent.

Analysis

Based on the sworn testimony of the landlord and in the absence of evidence to the contrary, I find that the tenant owed rent in the amount of \$780.00 at the time she moved out. Therefore, I find that the landlord is entitled to unpaid rent. Since the landlord has proven his case, he is also entitled to the recovery of the filing fee of \$50.00.

Overall the landlord has established a claim of \$830.00. I order that the landlord retain the security deposit of \$350.00 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 \$480.00. 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 of **\$480.00**.

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: June 25, 2014

Residential Tenancy Branch

