



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

Decision

Dispute Codes:

OPR, MNR, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for an Order of Possession based on a Notice to End Tenancy for Unpaid Rent dated DAATTEE, a monetary order for rent owed and an order to retain the security deposit in partial satisfaction of the claim.

Although served with the Application for Dispute Resolution and Notice of Hearing by registered mail sent on May 16, 2014, the tenant did not appear.

At the outset of the hearing, the landlord stated that they are no longer seeking an Order of Possession as the tenant vacated the unit on June 7, 2014. The landlord still seeks a monetary order for the rent owed, but stated that the tenant had paid all of the arrears except \$790.00 that is still owed.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation for rental arrears?

Background and Evidence

The tenancy began on January 7, 2014, at which time the tenant paid a security and pet damage deposit totaling \$3,500.00. The landlord testified that when the tenant failed to pay \$3,500.00 rent due on April 30, 2014, a 10-Day Notice to End Tenancy for Unpaid Rent was issued and served to the tenant.

The landlord submitted into evidence a copy of the 10-Day Notice to End Tenancy dated May 1, 2014, a copy of the tenancy agreement, a copy of the condition inspection report, a bank statement and a copy of a communication to the tenant about unpaid rent.

The landlord testified that the tenant made a partial payment towards the arrears leaving \$790.00 unpaid and the landlord is seeking this amount in compensation plus the \$50.00 cost of the application.

Analysis

Based on the testimony of the landlord, I find that the tenant was served with a Notice to End Tenancy for Unpaid Rent and failed to pay \$790.00 till owed. I find that the tenant did not apply to dispute the Notice and vacated the unit on June 7, 2014 without leaving a forwarding address.

I find that the landlord has established a total monetary claim of \$840.00, comprised of rental arrears totaling \$790.00 and the \$50.00 fee paid by the landlord for this application. I order that the landlord retain \$840.00 from the tenant's security deposit in satisfaction of the claim. The remainder of the tenant's security deposit must be dealt with in accordance with section 38 of the Act.

Conclusion

The landlord is successful in the application and is granted an order to retain a portion of the tenant's security deposit. The request for the order of possession is found to be moot, as the tenant vacated prior to the hearing.

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: July 09, 2014

Residential Tenancy Branch

