



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Mainstreet Equity Corp.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR CNR PSF LRE MNR MNSD MNDC FF

### Introduction

This hearing was convened pursuant to applications by the landlord and the tenant. The landlord applied for an order of possession, a monetary order and an order to retain the security deposit in partial satisfaction of the claim. The tenant applied to cancel a notice to end tenancy, as well as for other orders.

This matter was set for hearing by telephone conference call at 1:00 p.m. on September 8, 2014. The line remained open while the phone system was monitored for ten minutes and the only participant who called into the hearing during this time was the landlord. Therefore, as the applicant did not attend the hearing by 1:10 p.m., and the landlord appeared and was ready to proceed, I dismissed the tenant's claim without leave to reapply.

The landlord stated that the tenants vacated the rental unit on or about September 3, 2014. I therefore dismissed the portion of the landlord's application regarding an order of possession and I proceeded with the monetary portions of the landlord's claim in the absence of the tenant.

### Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

### Background and Evidence

The tenancy began on June 1, 2014 as a fixed-term tenancy to end on May 31, 2015. Rent in the amount of \$803 was payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$437.50.

The tenant failed to pay rent for July 2014, and on July 3, 2014 the landlord served the tenant with a notice to end tenancy for unpaid rent. The tenant further failed to pay rent for August 2014. The landlord has claimed \$1606 in unpaid rent for July and August 2014.

In support of their claim, the landlord submitted evidence including the following:

- a copy of a residential tenancy agreement, signed by the tenant, two co-signers and the landlord on May 31, 2014, indicating a monthly rent of \$875 due on the first of each month and a security deposit of \$437.50 paid by the tenant;
- a rental incentive agreement reducing the monthly rent by \$72 for the term of the lease;
- a copy of the notice to end tenancy for unpaid rent dated July 13, 2014, with an effective date of July 13, 2014; and
- a copy of the Landlord's Application for Dispute Resolution, filed July 23, 2014.

#### Analysis

I find that the landlord has established their claim for \$1606. I accept the evidence noted above, which shows that the tenant failed to pay rent for July or August 2014.

As the landlord's application was successful, they are also entitled to recovery of the \$50 filing fee for the cost of this application.

#### Conclusion

The landlord is entitled to \$1656. I order that the landlord retain the security deposit of \$437.50 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1218.50. This order may be filed in the Small Claims Court and enforced as an order of that Court.

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: September 16, 2014

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Residential Tenancy Branch