



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 by the landlord pursuant to the *Residential Tenancy Act* for an order of possession and for a monetary order for unpaid rent and the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of her monetary claim.

The notice of hearing was served on the tenant on January 08, 2015 in person. 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.

On January 11, 2015, the landlord was notified by a care nurse that the tenant had been moved out of the rental unit, by Public Health Services, for health reasons. Since the tenant has moved out, the landlord withdrew her application for an order of possession. Therefore, this hearing only dealt with the landlord's monetary claim.

Issues to be decided

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

Background and Evidence

The tenancy started on December 01, 2014. The rent was \$695.00 due in advance on the first of each month. Prior to moving in, the tenant paid a security deposit of \$347.50.

The landlord testified that the tenant failed to pay rent for January 2015. On January 02, 2015, the landlord served the tenant with a ten day notice to end tenancy for unpaid rent in the amount of \$695.00. The tenant did not dispute the notice, did not pay rent and moved out on January 11, 2015.

During the hearing the landlord requested me to allow her to keep the security deposit towards rent owed.

Analysis

Based on the undisputed sworn testimony of the landlord and in the absence of evidence to the contrary, I accept the landlord's testimony in respect of his claim. I find that the tenant owes rent in the amount of \$695.00. Since the landlord has proven her case, she is also entitled to the recovery of the filing fee of \$50.00.

The landlord has established a total claim of \$745.00. At the landlord's request, I allow the landlord retain the security deposit of \$347.50 plus accrued interest of \$0.00 towards her claim.

Conclusion

The landlord may retain the security deposit of \$347.50.

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: January 28, 2015

Residential Tenancy Branch

