



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

### Dispute Codes:

**MND, MNR, MNDC, MNSD, FF**

### Introduction

This hearing was scheduled in response to the landlord's Application for Dispute Resolution, in which the landlord has requested compensation for unpaid rent, damage to the rental unit, damage or loss under the Act, to retain the security deposit and to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

The landlord and agent provided affirmed testimony that on September 18, 2014 copies of the Application for Dispute Resolution and Notice of Hearing were sent to the tenant by registered mail. The mail was sent to an address given to the landlord by the tenant, after the tenancy ended on September 2, 2014. A Canada Post tracking number was provided as evidence of service. The mail was not returned to the landlord.

These documents are deemed to have been served on the fifth day after mailing in accordance with section 89 and 90 of the *Act*; however the tenant did not appear at the hearing.

### Preliminary Matters

At the start of the hearing the landlord's agent was unable to provide clear details on service of documents and what had been sent to the tenant with the hearing documents. Later in the hearing the landlord entered the conference all and provided affirmed testimony. On September 18, 2014 the hearing documents, a letter and a copy of the tenancy agreement were served to the tenant.

No evidence was supplied to the Residential Tenancy Branch.

The landlord withdrew the portion of the application requesting compensation for utility bills, damage to doors, floors, gardening, cleaning and removal of garbage.

### Issue(s) to be Decided

Is the landlord entitled to compensation in the sum of \$9,300.00 for unpaid rent from June to August 2014?

May the landlord retain the security deposit?

### Background and Evidence

The tenancy commenced on September 1, 2013 and was a fixed term to August 31, 2014. The tenants were to vacate on August 31, 2014. Rent was \$3,100.00 per month, due on the fifth day of each month. A security deposit in the sum of \$1,475.00 was paid.

A tenancy agreement was signed; a copy was not supplied as evidence.

The tenants vacated the unit on September 2, 2014.

The landlord provided affirmed testimony that the tenant did not pay rent from June to August, 2014, inclusive, in the sum of \$9,300.00. The tenant was asked to vacate the unit; which they did on September 2, 2014.

### Analysis

In the absence of evidence to the contrary, I find that the tenant has not paid rent in the amount of \$9,300.00 from June to August 2014 inclusive, in the sum of \$9,300.00 and that the landlord is entitled to compensation in that amount.

As the landlord's claim has merit I find that the landlord is entitled to recover the \$50.00 fee that has been paid from the tenant.

Pursuant to section 72 of the Act, I find that the landlord is entitled to retain the tenant's security deposit in the amount of \$1,475.00, in partial satisfaction of the monetary claim.

Based on these determinations I grant the landlord a monetary Order for the balance of \$7,875.00. In the event that the tenant does not comply with this Order, it may be served on the tenant, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

### Conclusion

The landlord is entitled to compensation for unpaid rent.

The landlord may retain the security deposit.

The landlord is entitled to filing fee costs.

The balance of the claim has been withdrawn with leave to reapply within the legislated time-frame.

This decision is final and binding and 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: April 08, 2015

---

Residential Tenancy Branch