



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MND, MNSD, FF

Introduction

This matter dealt with an application by the Landlord for an Order of Possession, Monetary Order for unpaid rent, for damage to the unit site or property, to retain the Tenant's security deposit and to recover the filing fee for this proceeding.

The Landlord said he served the Tenant with the Application and Notice of Hearing (the "hearing package") by registered mail on March 19, 2015. Based on the evidence of the Landlord's, I find that the Tenant was served with the Landlord's hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenant's absence.

The Landlord said the Tenant moved out of the rental unit around the first part of April, 2015, therefore the Landlord is withdrawing the application for an Order of Possession as he has possession of the rental unit. As well the Landlord said the Tenant left the unit in reasonable condition therefore he is also withdrawing the request for compensation for damage to the unit.

Issues(s) to be Decided

1. Are there rent arrears and if so, how much?
2. Is the Landlord entitled to compensation for unpaid rent and if so how much?
3. Is the Landlord entitled to keep the Tenant's security deposit?

Background and Evidence

This tenancy started on October 1, 2014 as a month to month tenancy. Rent was \$600.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$300.00 at the start of the tenancy.

The Landlord said that the Tenant did not pay \$600.00 of rent for March, 2015 and \$600.00 rent for April, 2015. As well the Landlord said the Tenants left some of her belonging in the unit after she left, but the items left have no value.

The Landlord said he is requesting to recover his unpaid rent, to retain the Tenant's security deposit as partial payment of the unpaid rent and the Landlord requested to recover the filing fee of \$50.00 for his application.

Analysis

Section 26 says a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

Section 45 of the Act says a Tenant may end a periodic term tenancy not earlier than one month prior to the date that rent is payable or with the agreement of the Landlord. As well the notice to end the tenancy must be in writing.

The Tenant did not give the Landlord proper notice to end the tenancy and the Tenant does not have the right under the Act to withhold part or all of the rent; therefore I find the Tenant is responsible for the rent of \$600.00 for each month of March and April, 2015 in the total amount of \$1,200.00.

As the Landlord has been successful in this matter, he is also entitled to recover from the Tenant the \$50.00 filing fee for this proceeding. I order the Landlord pursuant to s. 38(4) and s. 72 of the Act to keep the Tenant's security deposit in partial payment of the rent arrears. The Landlord will receive a monetary order for the balance owing as following:

	Rent arrears:	\$ 1,200.00
	Recover filing fee	\$ 50.00
	Subtotal:	\$ 1,250.00
Less:	Security Deposit	\$ 300.00
	Subtotal:	\$ 300.00
	Balance Owing	\$ 950.00

Conclusion

A Monetary Order in the amount of \$950.00 has been issued to the Landlord. A copy of the Order must be served on the Tenant: the Monetary Order may be enforced in the Provincial (Small Claims) Court of British Columbia.

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: April 27, 2015

Residential Tenancy Branch

