



Dispute Resolution Services

Page: 1

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 the monetary claim.

The notice of hearing was served on the tenant on May 12, 2015 by registered mail, to the rental unit. The landlord provided a tracking number. 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 June 02, 2015, the tenant returned the rental unit key to the landlord by placing it in an envelope and depositing it through the mail slot of the landlord's door. Since the tenant has moved out, the landlord withdrew his 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 September 30, 2011. The rent was \$800.00 which included utilities and was due in advance on the first of each month. Prior to moving in, the tenant paid a security deposit of \$350.00.

The landlord testified that the tenant was repeatedly late paying rent and was served multiple notices to end tenancy. The last notice was served on May 02, 2015 for \$800.00 in unpaid rent and utilities. The tenant did not dispute the notice, did not pay rent and moved out on May 12, 2015.

The landlord testified that the tenant left the unit in a messy condition, damaged and with cat waste strewn all over. The landlord is currently in the process of cleaning and repairing the unit.

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 \$800.00 for May 2015 plus \$800.00 for June 2015. Since the landlord has proven his case, he is also entitled to the recovery of the filing fee of \$50.00.

The landlord has established a total claim of \$1,650.00. I order that the landlord retain the security deposit of \$350.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$1,300.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

The landlord may retain the security deposit of \$350.00. I grant the landlord a monetary order in the amount of \$1,300.00.

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: June 24, 2015

Residential Tenancy Branch

