



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, MNSD, FF

### Introduction

This was a hearing with respect to the landlord's application for a monetary award for unpaid rent and to retain the tenant's security deposit. The hearing was conducted by conference call. The landlord called in and participated in the hearing. The tenant did not attend, although she was served with the application and Notice of Hearing by registered mail sent on December 18, 2014.

### Issue(s) to be Decided

Is the landlord entitled to a monetary award and if so, in what amount?

Is the landlord entitled to retain the security deposit?

### Background and Evidence

The rental unit is the lower suite in the landlord's house in Surrey. The tenancy began in 2010. The initial monthly rent was \$700.00 and the tenant paid a security deposit of \$300.00 at the start of the tenancy. The rent was increased to \$740.00 per month and that was the rent that was payable in September, 2014 when the landlord purchased the rental property from the former owner.

There was a previous dispute resolution proceeding regarding this tenancy. In a decision dated November 25, 2014, an arbitrator granted the landlord an order for possession pursuant to a 10 day Notice to End Tenancy for unpaid rent. The arbitrator also ordered that the landlord could retain the \$50.00 filing fee from the \$300.00 security deposit that was originally paid to the former owner and transferred to this landlord as a term of the agreement of purchase and sale.

The landlord testified that the tenant moved out of the rental property on November 23, 2014. She said that the tenant did not pay rent for September, October or November

and she said that the tenant left a quantity of her belongings in the rental unit. The landlord included a claim for December rent as well.

### Analysis

I accept the landlord's testimony and documentary evidence. I find that the tenant failed to pay rent for September, October and November, before moving out of the rental unit on November 23, 2014. I allow the landlord's claim for those months, but not for December because the landlord has not provided evidence to show that she was unable to offer the unit for rent for December.

### Conclusion

The award to the landlord for unpaid rent for three months is the sum of \$2,220.00. The landlord is entitled to recover the \$50.00 filing fee for her application, for a total award of \$2,270.00. The landlord holds a security deposit of \$250.00 after deducting the filing fee from the previous proceeding. I order that the landlord retain the sum of \$250.00 in partial satisfaction of this award and I grant the landlord an order under section 67 for the balance of \$2,020. This order may be registered 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: July 22, 2015

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Residential Tenancy Branch

