



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MNR, MNSD, FF*

Introduction

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

The notice of hearing was served on the tenant on February 14, 2015, by registered mail, to the address provided by the tenant. The landlord filed a copy of the tracking slip into evidence. Despite having been served with 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.

Issues to be decided

Is the landlord entitled to a monetary order for unpaid rent and the filing fee? Is the landlord entitled to retain the security deposit in satisfaction of her claim?

Background and Evidence

The tenancy began on July 01, 2014 and ended on February 08, 2015. The monthly rent was \$1,300.00 due in advance, on the first day of the month. Prior to moving in, the tenant paid a security deposit of \$650.00 and a pet deposit of \$650.00.

The landlord stated that on January 29, 2015, the tenant gave the landlord written notice to end the tenancy effective February 28, 2015. The landlord testified that the tenant did not pay rent for February. In an email dated February 08, 2015, the tenant informed the landlord that she had already moved out. The tenant also provided a forwarding address in this email note.

The landlord has applied for rent for February and for the filing fee of \$50.00. During the hearing the landlord stated that she would accept the deposits in full and final settlement of her claim.

Analysis

Based on the undisputed testimony and evidence filed by the landlord and in the absence of any contradictory evidence from the tenant, I find that the landlord has established a claim for \$1,300.00 for unpaid rent. Since the landlord has proven her claim she is also entitled to the recovery of the filing fee of \$50.00. Overall the landlord has established a claim of \$1,350.00.

The landlord made this application to retain the deposits within 15 days of receipt of the tenant's forwarding address and in compliance with s.38 of the *Residential Tenancy Act*.

The landlord also agreed to keep the security and pet deposits in full and final settlement of all claims against the tenant. Accordingly, I order that the landlord retain both deposits.

Conclusion

I grant the landlord leave to retain the security deposit and the pet deposit in the total amount of \$1,300.00, in full and final settlement of all claims against the tenant.

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: August 21, 2015

Residential Tenancy Branch

