



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNR; MNSD; MNDC; FF

Introduction

This is the Landlord's Application for Dispute Resolution seeking a Monetary Order for unpaid rent and compensation under the Act, regulation or tenancy agreement; to retain the security deposit in partial satisfaction of his monetary claim; and to recover the cost of the filing fee from the Tenant.

The Landlord gave affirmed testimony at the Hearing.

The Landlord stated that the Tenant sent him a letter requesting return of the security deposit. The Landlord testified that the Notice of Hearing documents were mailed to the Tenant, via registered mail, to the address provided by the Tenant in the Tenant's letter. The Landlords provided the registered mail receipt and tracking numbers in evidence. A search of the Canada Post tracking system indicates that the Tenant picked up the documents on April 7, 2015.

I am satisfied that the Tenant was duly served with the Notice of Hearing documents by registered mail. Despite being served with the Notice of Hearing documents, the Tenant did not sign into the teleconference and the Hearing proceeded in his absence. The teleconference remained open for 12 minutes.

Issues to be Decided

- Is the Landlord entitled to a monetary award for unpaid rent for the month of December, 2014?

Background and Evidence

The Landlord gave the following testimony and evidence:

This tenancy began in July, 2014. Monthly rent was \$500.00, due on the first day of each month. The Tenant paid a security deposit in the amount of \$250.00. The rent was paid directly from the "Ministry" to the Landlord.

The Landlord did not receive December's rent from the "Ministry". He went to the rental property on December 10, 2014, to speak to the Tenant, but the Tenant was not there.

He left a 24 hour Notice to enter the rental unit and when he returned on December 11, 2015, he found the rental unit was abandoned. The Tenant did not give any notice to end the tenancy.

Analysis

Based on the Landlord's undisputed affirmed testimony, I find that the Tenant moved out of the rental unit without giving due notice and that the Landlord is entitled to his claim for unpaid rent in the amount of **\$500.00**.

Pursuant to Section 72(2)(b) of the Act, the Landlord may apply the security deposit towards partial satisfaction of his monetary award. The Landlord has been successful in his application and I find that he is entitled to recover the cost of the **\$50.00** filing fee from the Tenant.

The Landlord has established a monetary award, calculated as follows:

December, 2014 rent	\$500.00
Recovery of the filing fee	<u>\$50.00</u>
Subtotal	\$550.00
Less security deposit	<u>- \$250.00</u>
TOTAL AMOUNT DUE TO THE LANDLORD AFTER SET-OFF	\$300.00

Conclusion

I hereby grant the Landlord a Monetary Order in the amount of **\$300.00** for service upon the Tenant. This Order may be filed in the Provincial Court of British Columbia (Small Claims) 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: September 14, 2015

Residential Tenancy Branch

