



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

For the landlord: OPR OPL OPB MND MNR MNSD FF
For the tenant: CNR FF

Introduction

This hearing was convened as a result of the cross applications of the parties for dispute resolution under the *Residential Tenancy Act* (the “Act”).

The landlord applied for an order of possession for unpaid rent or utilities, based on landlord’s use of property, based on the tenant breaching an agreement with the landlord, for a monetary order unpaid rent or utilities, for damages to the rental unit, site or property, for authorization to keep all or part of the security deposit, and to recover the cost of the filing fee.

The tenants applied to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the “10 Day Notice”) and to recover the cost of the filing fee.

The landlord attended the hearing. The tenant did not attend the hearing. As the tenant did not attend the hearing to present the merits of their application, the tenant’s application was **dismissed, without leave to reapply**, after the ten minute waiting period had elapsed. The hearing continued with consideration of the landlord’s application.

The landlord was given an opportunity was given to ask questions about the hearing process. Thereafter the landlord gave affirmed testimony, was provided the opportunity to present his relevant evidence orally and in documentary form prior to the hearing, and make submissions to me. The evidence relevant to the issues and findings in this matter are described in this Decision.

The landlord testified that the tenant was served with the Notice of a Dispute Resolution Hearing (the “Notice of Hearing”), Application for Dispute Resolution (the “Application”), and documentary evidence by personal service on August 18, 2015 at the rental unit address between 4:00 p.m. and 6:00 p.m. The landlord testified that the tenant accepted the documents he was given. Based on the above, I accept that the tenant was sufficiently served in accordance with the *Act*.

Preliminary and Procedural Matter

The landlord testified that the tenant vacated the rental unit on or about August 30, 2015. The landlord stated that he was withdrawing his request for an order of possession as a result, as the tenant had already returned possession of the rental unit back to the landlord. As a result, I will not consider the landlord's request for an order of possession.

Issues to be Decided

- Is the landlord entitled to a monetary order under the *Act*, and if so, in what amount?
- What should happen to the tenant's security deposit under the *Act*?
- Is the landlord entitled to the recovery of the cost of the filing fee under the *Act*?

Background and Evidence

A copy of the tenancy agreement was submitted in evidence. A fixed term tenancy began on September 1, 2014 and was scheduled to end on August 31, 2015. Monthly rent in the amount of \$1,200 was due on the first day of each month. The tenant paid a security deposit of \$600 at the start of the tenancy, which the landlord continues to hold.

The landlord's monetary claim is as follows:

Item Description	Amount
1. Unpaid portion of June 2015 rent	\$600
2. Unpaid July 2015 rent	\$1,200
3. Unpaid August 2015 rent	\$1,200
TOTAL	\$3,000

The landlord testified that the tenant failed to pay \$600 of June 2015 rent and has not paid any rent for the months of July and August of 2015, and therefore owes \$1,200 for each of those months. The landlord stated that he is seeking to retain the tenant's full security deposit to offset the rent owed and is also seeking the recovery of his filing fee.

Analysis

Based on the undisputed testimony of the landlord and the documentary evidence before me, and on the balance of probabilities, I find the following.

Monetary Order – I accept the undisputed testimony of the landlord that the tenant has failed to pay rent as claimed. As a result, I find the landlord has met the burden of proof and is entitled to the full amount of his claim, **\$3,000**, comprised of \$600 owing for the unpaid portion of June 2015 rent, \$1,200 for unpaid July 2015 rent, and \$1,200 for unpaid August 2015 rent.

As the landlord's application had merit, I grant the landlord the recovery of the \$50 filing fee. I find the landlord's total monetary claim established is **\$3,050**.

I ORDER the landlord to retain the tenant's full security deposit of \$600 in partial satisfaction of the landlord's monetary claim. I grant the landlord a monetary order pursuant to section 67 of the *Act*, for the balance owing by the tenant to the landlord in the amount of **\$2,450**.

Conclusion

The tenant's application is dismissed in full, without leave to reapply.

The landlord's application is successful. The landlord has established a total monetary claim of \$3,050 and has been ordered to retain the tenant's full security deposit of \$600 in partial satisfaction of the landlord's monetary claim. The landlord has been granted a monetary order pursuant to section 67 of the *Act*, for the balance owing by the tenant to the landlord in the amount of \$2,450. This order must be served on the tenant and may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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 9, 2015

Residential Tenancy Branch

