



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR MNR FF

Introduction

This hearing dealt with a landlord's Application for Dispute Resolution under the *Residential Tenancy Act* (the "Act") to obtain an order of possession for unpaid rent or utilities, for a monetary order for unpaid rent or utilities, and to recover the cost of the filing fee.

The landlord appeared at the teleconference hearing and gave affirmed testimony. During the hearing the landlord was given the opportunity to provide their evidence orally. A summary of the testimony is provided below and includes only that which is relevant to the hearing.

As the tenant did not attend the hearing, service of the Notice of a Dispute Resolution Hearing (the "Notice of Hearing") and Application for Dispute Resolution (the "Application") were considered. The landlord testified that the tenant was served with the Notice of Hearing and Application in person at the rental unit on August 20, 2015 at 10:00 p.m. and that her father C.R. was present as a witness. Based on the undisputed testimony of the landlord, and without any evidence to prove to the contrary, I accept that the tenant was served in accordance with the *Act* on August 20, 2015 with the Notice of Hearing and Application.

Preliminary and Procedural Matters

The landlord testified that she no longer was seeking an order of possession as the tenant vacated the rental unit as of August 30, 2015. As a result, I have not considered the landlord's request for an order of possession, given that the landlord confirmed that she already has possession of the rental unit back from the tenant.

While the landlord's monetary claim indicated \$4,000, the landlord failed to provide sufficient details of what that amount was for, with the exception of July and August rent

which was specified. As a result, I have limited the landlord's claim to \$2,000 as those were the only months specified in the landlord's monetary claim, comprised of \$1,000 for July rent, and \$1,000 for August rent.

Issues to be Decided

- Is the landlord entitled to a monetary order for unpaid rent, or for money owed or compensation under the *Act*, regulation or tenancy agreement, and if so, in what amount?
- Is the landlord entitled to the recovery of the cost of the filing fee under the *Act*?

Background and Evidence

The landlord testified that a month to month tenancy agreement began February 1, 2015. Monthly rent in the amount of \$1,000 was due on the first day of each month. The tenant paid a \$500 security deposit at the start of the tenancy, which the landlord continues to hold.

The landlord testified that she served a 10 Day Notice for Unpaid Rent or Utilities (the "10 Day Notice") dated August 9, 2015, on the tenant on August 10, 2015 at approximately 10:00 p.m. The landlord confirmed that the tenant vacated the rental unit on August 30, 2015.

The landlord testified that the tenant failed to pay the \$1,000 rent for July 2015 and failed to pay the \$1,000 rent for August 2015. The landlord made a verbal request to retain the security deposit of the tenant to offset the amount of rent owing, if she was so entitled under the *Act*, plus the recovery of the cost of the filing fee.

Analysis

Based on the documentary evidence and the undisputed oral testimony of the landlord provided during the hearing, and on the balance of probabilities, I find the following.

Claim for unpaid rent – Based on the undisputed testimony of the landlord, I find that the tenant has not paid rent for the months of July or August of 2015. Therefore, the landlord has established a monetary claim in the amount of **\$2,000** comprised of \$1,000 owing for July rent, plus \$1,000 owing for August rent. The landlord is holding a security deposit of \$500 which was paid by the tenant at the start of the tenancy and has accrued no interest to date.

As the landlord's claim had merit, I grant the landlord recovery of the **\$50** filing fee.

Monetary Order – I find that the landlord has established a total monetary claim in the amount of **\$2,050** comprised of \$2,000 in unpaid rent plus the \$50 filing fee. This claim meets the criteria under section 72(2)(b) of the *Act* to be offset against the tenant's security deposit of \$500. Therefore, **I authorize** the landlord to retain the tenant's full security deposit of \$500 in partial satisfaction of the landlord's monetary claim and 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 **\$1,550**.

Conclusion

The landlord's application has merit.

The landlord has established a total monetary claim of \$2,050 described above. The landlord has been authorized to retain the tenant's full security deposit of \$500 in partial satisfaction of the landlord's monetary claim. The landlord has been granted a monetary order under section 67 for the balance owing by the tenant to the landlord in the amount of \$1,550. 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 30, 2015

Residential Tenancy Branch

