



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding RANCHO MANAGEMENT SERVICES BC LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: *MNSD, MNR, MNDC, 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 the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of her claim.

The landlord testified that on August 13, 2015, she served the tenant with the notice of hearing in person and by registered mail. The landlord filed a copy of the tracking information which indicates that the tenant picked up the package on August 24, 2015. Despite having been served 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 unpaid rent and the filing fee? Is the landlord entitled to retain the security deposit?

Background and Evidence

The landlord testified that the tenancy started on April 01, 2013. The monthly rent is \$6850.00 per month due on the 1st of each month. Prior to moving in the tenant paid a security deposit of \$337.50.

The tenant failed to pay rent on July 01, 2015. On July 31, 2015, the landlord served the tenant with a notice to end tenancy for nonpayment of rent. The tenant did not pay rent and continued to occupy the rental unit.

The landlord testified that the tenant moved out on October 20, 2015 which is the day before this hearing. The landlord is claiming rent for the months of July to October (\$2,740.00) and the recovery of the filing fee (\$50.00). The landlord has also applied to retain the security deposit of \$337.50.

Analysis

Based on the undisputed testimony of the landlord, I find that the tenant failed pay rent for the time that he occupied the rental unit for the period of July 01, 2015 until he moved out on October 20, 2015.

I find that the landlord is entitled to her claim for unpaid rent for four months in the total amount of \$2,740.00. Since the landlord has proven her case, she is also entitled to the recovery of the filing fee of \$50.00.

Overall the landlord has established a claim of \$2,790.00. I order that the landlord retain the security deposit of \$337.50 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$2,452.50. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord leave to retain the security deposit. I also grant the landlord a monetary order in the amount of \$2,452.50.

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: October 21, 2015

Residential Tenancy Branch

