



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Colin & Matthew Holdings
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR MNSD MNDC FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim.

The landlord participated in the teleconference hearing, but the tenant did not call into the hearing. The landlord submitted evidence that they served the tenant with the application for dispute resolution and notice of hearing by registered mail sent on May 27, 2015. Section 90 of the Act states that a document is deemed to have been served five days after mailing. I found that the tenant was deemed served with notice of the hearing on June 1, 2015, and I proceeded with the hearing in the absence of the tenant.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on August 22, 2014. Rent in the amount of \$700.00 was payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$350.00.

The tenant failed to pay rent for April 2015, and the landlord served the tenant with a notice to end tenancy for unpaid rent. The tenant moved out of the rental unit on April 30, 2015. The landlord has claimed \$700.00 in unpaid rent for April 2015.

In support of their claim, the landlord submitted evidence including the following:

- a copy of a residential tenancy agreement, signed by the tenant and the landlord, indicating a monthly rent of \$700.00 due on the first of each month and confirming that the tenant paid a security deposit of \$350.00;
- testimony that the tenant failed to pay rent for April 2015; and
- a copy of the Landlord's Application for Dispute Resolution, filed May 25, 2015.

Analysis

I find that the landlord has established their claim for April 2015 unpaid rent. I accept the landlord's undisputed evidence that the tenant did not pay rent for April 2015 and did not move out of the rental unit until April 30, 2015.

As the landlord's application was successful, they are also entitled to recovery of the \$50.00 filing fee for the cost of this application.

Conclusion

The landlord is entitled to \$750.00. I order that the landlord retain the security deposit of \$350.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$400.00. This order may be filed in the Small Claims Court 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: October 26, 2015

Residential Tenancy Branch

