



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding NORBILL INVESTMENTS LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR, MNR

### Introduction

This hearing dealt with an application (originally made by direct request) by the landlord pursuant to the *Residential Tenancy Act* for an Order of Possession for Unpaid Rent pursuant to section 55 and a monetary order for unpaid rent pursuant to section 67. The application was adjourned for a participatory hearing.

The tenant did not attend although the teleconference continued for approximately 10 minutes. The landlord attended and was given full opportunity to be heard, to present evidence and to make submissions. The landlord provided evidence that a 10 Day Notice to End Tenancy for Unpaid Rent was originally served to the tenant on September 2, 2015 by placing the 10 Day Notice in the mail slot. At this hearing, the landlord gave sworn testimony that she personally placed the 10 Day Notice in the mail slot and that she subsequently served the tenant with 10 Day Notice personally (a second time). The landlord further testified that the most recent notification of Hearing (for this participatory hearing) was sent by registered mail on September 21, 2015. The landlord provided Canada Post evidence orally in support of this testimony. I accept that the tenant was duly served with the 10 Day Notice and deemed served with the Application for Dispute Resolution ("ADR") hearing package with the Notice of Hearing.

I note that the landlord testified the tenant vacated the rental unit, leaving the keys to the unit in the unlocked suite approximately 5 days after the mailing of the ADR. The landlord withdrew the application for an Order of Possession. The landlord amended the application for a monetary order from \$1115.00 to \$557.50.

### Issue to be Decided

Are the landlords entitled to a monetary award for unpaid rent?

### Background and Evidence

The landlord testified that the month to month rental agreement for the residential premises began on February 1, 2015 with the rental amount of \$1115.00. The rental amount was payable on the first of each month. The landlord testified that she continued to hold the \$557.50 security deposit that the tenant paid on January 27, 2015.

The landlord originally applied for an Order of Possession for unpaid rent for the month of September 2015. The landlord testified that the tenant did not pay rent of \$1115.00 due on September 1, 2015. The landlord issued a 10 Day Notice to End Tenancy for Unpaid Rent on September 2, 2015. The landlord testified that there has been a history of late payment of rent by the tenant. The landlord testified that the tenant did not pay the September rent after receiving the 10 Day Notice and, as of the date of this hearing, has still not paid September rent. She testified that on approximately September 26, the tenant vacated the rental unit. The landlord testified that the tenant left behind a mess, some of his personal property and the keys to the unit.

The landlord testified that she is no longer seeking an Order of Possession. However, the landlord sought a monetary award of \$557.50, the amount of the tenant's security deposit to be applied towards a portion of the outstanding September 2015 unpaid rent. The landlord testified that she is seeking no further amount in the form of a monetary award at this time.

### Analysis

The landlord has provided sworn, undisputed evidence with respect to the outstanding September 2015 rent. The landlord's credibility is bolstered by her candid request to merely retain the security deposit towards the outstanding rent, acknowledging that the tenant will likely be unable to pay anything further. The landlord's testimony is also supported by documentary evidence, including copies of notices regarding the unpaid rent addressed to the tenant.

I accept the uncontested evidence of the landlord that the September 2015 remains unpaid. I find that the landlord is entitled to receive an order for unpaid rent. The landlord testified that she continues to hold a security deposit of \$557.50 plus any interest from January 27, 2015 to the date of this decision for this tenancy. There is no interest payable for this period of time. I will allow the landlord to retain the security deposit in satisfaction of this monetary award. I am issuing an order that the landlord

retain the tenant's security deposit in the amount of \$557.50 which represents half of the unpaid rent for September 2015.

The landlord did not apply to recover the filing fee for this application.

Conclusion

I order that the landlord retain the tenant's security deposit in the amount of \$557.50 to satisfy the monetary amount sought.

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: December 1, 2015

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Residential Tenancy Branch

