



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, MNSD, FF

### Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for unpaid rent - Section 67;
2. An Order to retain the security deposit - Section 38; and
3. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution and notice of hearing in person on July 27, 2015 in accordance with Section 89 of the Act. The Tenant did not attend the hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Has the Tenant failed to pay rent?

Is the Landlord entitled to retain the security deposit and recover the filing fee?

### Background and Evidence

The tenancy started on February 1, 2014 and ended on. Rent of \$1,300.00 was payable monthly on the first day of each month. At the outset of the tenancy the Landlord collected \$650.00 as a security deposit.

The Tenant failed to pay rent for June and on or about June 4, 2015 the Landlord saw the Tenant packing. The Tenant informed the Landlord that she was moving out and the Landlord informed the Tenant that rent was still owed for June 2015. The Tenant agreed to pay half the last month’s rent and told the Landlord to keep the security

deposit for the remaining rent owed. The Tenant returned the keys to the unit on or about June 7, 2015. The Tenant did not sign any agreement and subsequently did not pay for any portion of June 2015 rent. The Landlord claims \$1,300.00.

### Analysis

Section 26 of the Act provides that a tenant must pay the rent when and as provided under the tenancy agreement. As the Tenant did not pay any rent for June 2015 and did not give the Landlord notice that she was ending the tenancy, I find that the tenancy continued with rent payable for June 2015 and that the Landlord is entitled to \$1,300.00. As the Landlord's application is successful I find that the Landlord is entitled to recovery of the \$50.00 filing fee for a total entitlement of \$1,350.00. Deducting the security deposit plus zero interest of \$650.00 from the entitlement leaves \$700.00 owed by the Tenant to the Landlord.

### Conclusion

I Order the Landlord to retain the security deposit plus interest of \$650.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the remaining amount of **\$700.00**. If necessary, 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: January 06, 2016

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Residential Tenancy Branch

