



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 dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- a monetary order for unpaid rent pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38;
- authorization to recover her filing fee for this application from the tenant pursuant to section 72.

The hearing was conducted by conference call. The tenant did not attend this hearing, although I waited until 1:45 p.m. in order to enable the tenant to connect with this teleconference hearing scheduled for 1:30 p.m. The landlord attended the hearing and was given a full opportunity to be heard, to present evidence and to make submissions.

The landlord testified that on April 29, 2016, a copy of the Application for Dispute Resolution and Notice of Hearing was sent to the tenant by registered mail. The landlord provided a registered mail tracking number in support of service. The mail was sent to a forwarding address provided by the tenant in his request for a return of his security deposit. The forwarding address is the North Fraser Pretrial Centre.

Based on the above evidence, I am satisfied that the tenant was deemed served with the Application for Dispute Resolution and Notice of Dispute Resolution Hearing pursuant to sections 89 & 90 of the Act. The hearing proceeded in the absence of the tenant.

Issues

Is the landlord entitled to a monetary award for unpaid rent?

Is the landlord entitled to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary award requested?

Is the landlord entitled to recover the filing fee for this application from the tenant?

Background and Evidence

The tenancy began on July 1, 2015 with a monthly rent of \$450.00 payable on the 1st day of each month. The tenant paid a security deposit of \$225.00 at the start of the tenancy which the landlord continues to hold.

The landlord's claim is for outstanding rent in the amount of \$450.00. The landlord testified that this includes unpaid rent for the month of December 2015. The landlord testified that on or about November 20, 2015 the tenant was seen leaving the rental unit with some of his belongings which was not unusual for this tenant. The tenant rented a SRO unit in the downtown eastside. After not receiving the rent for the month of December 2015 and no contact from the tenant, the landlord posted a 24 hour notice to enter on the tenant's door on December 3, 2015. The landlord entered the rental unit on the following day and found it to be vacated with some clothing and debris left behind. The landlord considered the rental unit to be abandoned. The landlord testified that the tenant did not provide any notice to end the tenancy and the room was not rentable for the month of December 2015.

Analysis

I accept the landlord's uncontested evidence and find that the tenant was obligated to pay monthly rent in the amount of \$450.00 but failed to pay rent that was payable on December 1, 2015. I accept the landlord's claim for outstanding rent of \$450.00. Even though the landlord's evidence was that he found the rental unit vacated on December 4, 2016, I find the landlord is entitled to the full month's rent in compensation. I make this finding as the tenant did not provide any notice to end the tenancy and the landlord was unable to rent out the unit for this month.

As the landlord was successful in this application, I find that the landlord is entitled to recover the \$100.00 filing fee paid for this application for a total monetary award of \$550.00.

The landlord continues to hold a security deposit of \$225.00. I allow the landlord to retain the security deposit in partial satisfaction of the monetary award pursuant to section 38 of the Act.

Therefore, I find that the landlord is entitled to a Monetary Order in the amount of \$325.00.

Conclusion

Pursuant to section 67 of the *Act*, I grant the landlord a Monetary Order in the amount of \$325.00. Should the tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial 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: July 12, 2016

Residential Tenancy Branch