



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 1012 MAIN STREET HOLDING LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MNSD, FF

Introduction

This hearing was convened by way of conference call in response to the landlord's application for a Monetary Order for unpaid rent; for an Order permitting the landlord to keep all or part of the tenant's security deposit; and to recover the filing fee from the tenant for the cost of this application.

Service of the hearing documents, by the landlord to the tenant, was done in accordance with section 89 of the *Act*; served by registered mail on April 07, 2016. Canada Post tracking numbers were provided by the landlord in documentary evidence. The tenant was deemed to be served the hearing documents on the fifth day after they were mailed as per section 90(a) of the *Act*.

A representative for the landlord (the landlord) appeared, gave sworn testimony, was provided the opportunity to present evidence orally, in writing, and in documentary form. There was no appearance for the tenant, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. All of the testimony and documentary evidence was carefully considered.

Issue(s) to be Decided

- Is the landlord entitled to a Monetary Order for unpaid rent?
- Is the landlord permitted to keep all or part of the security deposit?

Background and Evidence

The landlord testified that this tenancy started on December 01, 2015 for a fixed term ending on May 31, 2016. Rent for this unit was \$640.00 per month due on the first of each month. The tenant paid a security deposit of \$320.00 plus a deposit of \$50.00 for a fob on December 04, 2015. The tenant abandoned the rental unit on or about February 22, 2016 and therefore did not attend the move out condition inspection. The tenant did provide a forwarding address over the phone to the landlord on March 18, 2016.

The landlord testified that the tenant failed to pay rent for February, 2016. The tenant was served a 10 Day Notice to End Tenancy for unpaid rent (the Notice) on February 02, 2016. This was posted to the tenant's door. The tenant failed to pay the rent and vacated the rental unit sometime around February 22, 2016. The landlord seeks a Monetary Order to recover the rent of \$640.00.

The landlord seeks an Order permitting the landlord to keep the security and fob deposit to offset against the unpaid rent. The landlord also seeks to recover the filing fee of \$100.00 from the tenant.

Analysis

The tenant did not appear at the hearing to dispute the landlord's claims, despite having been given a Notice of the hearing; therefore, in the absence of any evidence from the tenant, I have carefully considered the landlord's undisputed evidence before me.

With regard to the landlord's claim for unpaid rent; I refer the parties to s. 26 of the *Act* which states:

26. A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

I am satisfied from the undisputed evidence before me that the tenant failed to pay rent for February, 2016 of **\$640.00**. The landlord has therefore established their claim to recover this amount from the tenant.

I Order the landlord to keep the tenant's security and fob deposit held in trust by the landlord to an amount of **\$370.00** pursuant to s. 38(4)(b) of the *Act*.

As the landlord's claim has merit I find the landlord may recover the filing fee of **\$100.00** from the tenant pursuant to s. 72(1) of the *Act*. A Monetary Order has been issued to the landlord pursuant to s. 67 and 72(1) of the *Act* for the following amount:

Unpaid rent for February	\$640.00
Filing fee	\$100.00-
Less security and fob deposit	(-\$370.00)
Total amount due to the landlord	\$270.00

Conclusion

I HEREBY FIND in favor of the landlord's monetary claim. A copy of the landlord's decision will be accompanied by a Monetary Order for **\$270.00**. The Order must be served on the respondent. Should the respondent fail to comply with the Order, the Order may be enforced through the Provincial (Small Claims) Court of British Columbia 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: September 08, 2016

Residential Tenancy Branch