



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR MNR MNSD FF

Introduction

This hearing was convened as a result of the landlord's application for dispute resolution under the *Residential Tenancy Act* (the "Act") for an order of possession for unpaid rent or utilities and based on a mutual agreement to end tenancy, for unpaid rent or utilities, for authorization to retain all or part of the tenant's security deposit, and to recover the cost of the filing fee.

The landlord attended the teleconference hearing and gave affirmed testimony. During the hearing the landlord was given the opportunity to provide his evidence orally. A summary of the evidence is provided below and includes only that which is relevant to the hearing.

As the tenant did not attend the hearing, service of the Notice of a Dispute Resolution Hearing (the "Notice of Hearing"), Application for Dispute Resolution (the "Application") and documentary evidence were considered. The landlord testified that the Notice of Hearing, Application and documentary evidence were served on the tenant by registered mail on July 16, 2016. A tracking number referenced on the cover page of this decision was submitted in evidence. A copy of the registered mail tracking information was also submitted in evidence. According to the online registered mail tracking website the tenant signed for and accepted the registered mail package on July 18, 2016. The landlord stated that the package contained the Application, Notice of Hearing and the documentary evidence. Based on the above, I find that the tenant was served on July 18, 2016 with the Notice of Hearing, Application and documentary evidence which is the date the tenant signed for and accepted the registered mail package.

Preliminary and Procedural Matter

At the outset of the hearing, the landlord requested to withdraw the landlord's request for an order of possession as the property sold as of June 30, 2016. As a result, I have not considered the landlord's original request for an order of possession.

Issues to be Decided

- Is the landlord entitled to a monetary order under the *Act*, and if so, in what amount?
- What should happen to the tenant's security deposit under the *Act*?

Background and Evidence

A copy of the tenancy agreement was submitted in evidence. A fixed term tenancy began on May 1, 2013 and reverted to a month to month tenancy after April 30, 2014 as there was no such date as April 31, 2014 as indicated on the tenancy agreement. The tenant's monthly rent was \$1,400.00. The tenant paid a security deposit of \$700.00 at the start of the tenancy, which the landlord continues to hold.

The landlord's monetary claim of \$1,369.00 is comprised of the amount of rent that was unpaid by the tenant during the tenancy for rent arrears. The landlord stated that the amount of \$1,369.00 does not include loss of rent for May and June of 2016 which the landlord indicated he is waiving.

The landlord submitted a copy of the mutual agreement to end the tenancy, the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, and other documents.

Analysis

Based on the undisputed documentary evidence and testimony of the landlord provided during the hearing, and on the balance of probabilities, I find the following.

As the tenant was served with the Notice of Hearing, Application and documentary evidence and did not attend the hearing, I consider this matter to be unopposed by the tenant. As a result, I find the landlord's application is fully successful in the amount of **\$1,369.00** as claimed for unpaid rent. As the landlord's application is successful I grant the landlord the recovery of the cost of the filing fee in the amount of **\$100.00**. The landlord continues to hold the tenant's security deposit of \$700.00 which has not accrued any interest to date. The landlord's total monetary claim as a result of the

above is **\$1,469.00** comprised of unpaid rent and the recovery of the cost of the filing fee.

I authorize the landlord to retain the tenant's full security deposit of \$700.00 in partial satisfaction of the landlord's monetary claim. I grant the landlord a monetary order pursuant to section 67 of the *Act*, for the balance owing by the tenant to the landlord in the amount of **\$769.00**.

Conclusion

The landlord's application is successful.

The landlord has been authorized to retain the tenant's full security deposit of \$700.00 in partial satisfaction of the landlord's monetary claim. The landlord has been granted a monetary order pursuant to section 67 of the *Act*, for the balance owing by the tenant to the landlord in the amount of \$769.00. The landlord must serve the tenant with the monetary order and may enforce the monetary order in the Provincial Court (Small Claims Division).

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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 19, 2016

Residential Tenancy Branch