



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MT, CNR, OPR, MNR, MNSD, FF

Introduction

This hearing was convened in response to applications by the landlord and the tenant.

The landlord's application is seeking orders as follows:

1. For an order of possession;
2. For a monetary order for unpaid rent;
3. To keep all or part of the security deposit; and
4. To recover the cost of filing the application.

The tenant's application is seeking orders as follows:

1. To be allowed more time to make an application to dispute a notice to end tenancy; and
2. To cancel a 10 Day Notice to End Tenancy for Unpaid Rent.

Only the landlord appeared. The landlord stated the tenant vacated the premises on August 31, 2017, and they no longer require an order of possession.

Tenant's application

This matter was set for hearing by telephone conference call at 9:30 A.M on this date.

The line remained open while the phone system was monitored for ten minutes and the only participant who called into the hearing during this time was the landlord..

Therefore, as the tenant did not attend the hearing by 9:40 P/A.M, and the Respondent appeared and was ready to proceed, I dismiss the tenant's application without leave to reapply.

Landlord's application

The landlord attended the hearing. As the tenant did not attend the hearing, service of the Notice of Dispute Resolution Hearing was considered.

The Residential Tenancy Branch Rules of Procedure states that the respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing.

The landlord testified the Application for Dispute Resolution and Notice of Hearing were served in person to an adult person who resides in the unit on July 8, 2017. I find that the tenant has been duly served in accordance with 89(2)(c) of the Act.

Issues to be Decided

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

Is the landlord entitled to keep all or part of the security deposit?

Background and Evidence

The tenancy began on February 15, 2017. Rent in the amount of \$1,650.00 was payable on the first of each month. A security deposit of \$825.00 was paid by the tenant.

The landlord stated the tenant failed to pay rent as follows:

Unpaid rent for March 2017, \$820.00; Rent for May was forgiven; unpaid prorated rent for June 2017, \$1,100.00; unpaid rent for July 2017, \$1,650.00; and unpaid rent for August, \$1,325.00. The landlord seeks a monetary order in the total amount of \$4,895.00.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

Although the landlord is entitled to an order of possession in these circumstances, the tenant have vacated the rental unit and therefore, an order of possession is no longer required.

I find that the tenant have failed to pay rent under the Act and tenancy agreement.

I find the landlord has established a total monetary claim of **\$4,995.00** comprised of the balance of rent owed as shown above, and the \$100.00 fee paid by the landlord for this application. I order that the landlord retain the security deposit of **\$825.00** in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of **\$4,170.00**.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court. The **tenant is cautioned** that costs of such enforcement are recoverable from the tenant.

Conclusion

The tenants failed to pay rent. The tenant's application is dismissed.

The landlord is granted a monetary order for rent due, and may keep the security deposit in partial satisfaction of their claim,

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 14, 2017

Residential Tenancy Branch