



# 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 a monetary Order in respect to unpaid rent, to retain the security deposit in partial satisfaction of the claim and recover the filing fee.

I accept the landlord's evidence that despite the tenant having been served with the application for dispute resolution and notice of hearing by *registered mail* in accordance with Section 89 of the Residential Tenancy Act (the Act) the tenant did not participate in the conference call hearing. The landlord was given opportunity to be heard, to present evidence and to make submissions.

The landlord advised at the outset of the tenancy the tenant had vacated, likely at end of April 2017 or soon thereafter. Therefore, the landlord solely seeks a Monetary Order for unpaid rent.

### **Issue(s) to be Decided**

Is the landlord entitled to the monetary amounts claimed?

### **Background and Evidence**

The tenancy began on December 01, 2015 and ended May 31, 2017. Rent in the amount of \$1650.00 was payable in advance on the first day of each month. At the outset of the tenancy the landlord collected a security deposit from the tenant in the amount of \$750.00 which they retain in trust. The landlord's evidence is that the tenant failed to pay all rent for November 2016 and did not pay rent for May 2017 and on May 09, 2017 the landlord served the tenant with a notice to end tenancy in major part for non-payment of rent claiming unpaid rent of \$1700.00. The landlord also included a \$25.00 late payment of rent fee, which was discussed with the landlord as not being enforceable.

### **Analysis**

Based on the landlord's evidence I find that the tenant was served with a notice to end tenancy for non-payment of rent and I find the notice to valid. The tenant has vacated but has not paid the outstanding rent of \$1700.00. I find the landlord has established a monetary claim for unpaid rent in the amount of \$1700.00 and is further entitled to recover the filing fee of \$100.00 for a sum award of **\$1800.00**. The security deposit will be offset from the award made herein.

### **Conclusion**

The landlord's application is granted.

**I Order** that the landlord retain the security deposit of \$750.00 in partial satisfaction of the claim and **I grant** the landlord an Order under Section 67 of the Act for the balance due of **\$1050.00**. If necessary, this Order may be filed in the Small Claims Court and enforced as an Order of that Court.

**This Decision is final and binding.**

*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: November 14, 2017

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Residential Tenancy Branch