



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** *MNSD, MNR, FF*

### **Introduction**

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for a monetary order for unpaid rent and for the recovery of the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of the claim.

Service of the hearing document, by the landlord to the tenant, was done in accordance with section 88 of the *Residential Tenancy Act*. A copy of the application for dispute resolution, the notice of hearing and the evidence package was served on the tenant in person on April 14, 2019. The landlord filed copies of reminders of the hearing date and time by text messages to the tenant and the tenant replied that he would be attending the hearing because he was working.

Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions. At the start of the hearing the landlord informed me that the tenant had moved out on May 01, 2019 without providing a forwarding address.

### **Issues to be decided**

Is the landlord entitled to a monetary order for unpaid rent and for the recovery of the filing fee? Is the landlord entitled to retain the security deposit?

### **Background and Evidence**

The tenancy started on October 01, 2018 and ended on May 01, 2019. The monthly rent was \$1,150.00 due on the first of each month. Prior to moving in the tenant paid a security deposit of \$575.00. The landlord testified that the tenant failed to pay rent on March 01, 2019 and on March 31, 2019, the landlord served the tenant with a 10 day notice to end tenancy. The tenant did not dispute the notice and continued to occupy the rental unit without paying rent.

On April 07, 2019, the landlord served the tenant with a second notice to end tenancy as the tenant had not paid rent that was due on April 01, 2019. The tenant did not dispute the notice, did not pay rent and moved out on May 01, 2019.

The landlord is claiming unpaid rent for March and April 2019 in the amount of \$2,300.00 plus the filing fee of \$100.00.

### **Analysis**

Based on the undisputed testimony of the landlord, I find that the tenant failed pay rent for the time that he occupied the rental unit for the period of March 2019 until he moved out on May 01, 2019.

I find that the landlord is entitled to his claim for unpaid rent for two months in the total amount of \$2,300.00. Since the landlord has proven his case, he is also entitled to the recovery of the filing fee of \$100.00.

Overall the landlord has established a claim of \$2,400.00. I order that the landlord retain the security deposit of \$575.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$1,825.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

### **Conclusion**

I grant the landlord leave to retain the security deposit. I also grant the landlord a monetary order in the amount of **\$1,825.00**.

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 22, 2019

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Residential Tenancy Branch