



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Century 21 Energy Management and  
[tenant name suppressed to protect privacy]

## **DECISION**

MNRL-S OPR FFL

### Dispute Codes

### Introduction

This hearing was scheduled to convene at 9:30 a.m. this date by way of conference call concerning an application made by the landlord seeking an Order of Possession and a monetary order for unpaid rent or utilities, an order permitting the landlord to keep all or part of the pet damage deposit or security deposit, and to recover the filing fee from the tenant for the cost of the application.

The landlord was represented at the hearing by an agent who gave affirmed testimony and provided evidentiary material in advance of the hearing. However the line remained open while the telephone system was monitored for 10 minutes prior to hearing any testimony and no one for the tenant joined the call. The landlord's agent testified that the tenant was served with the Application for Dispute Resolution and notice of this hearing (the Hearing Package) by registered mail on August 28, 2019 and was permitted to provide proof of such service after the hearing concluded. I have now received copies of a Registered Domestic Customer Receipt addressed to the tenant and a Canada Post cash register receipt dated August 28, 2019 and I am satisfied that the tenant has been served in accordance with the *Residential Tenancy Act*.

During the course of the hearing the landlord's agent advised that the tenant has vacated the rental unit and the application for an Order of Possession is withdrawn.

### Issue(s) to be Decided

The issues remaining to be decided are:

- Has the landlord established a monetary claim as against the tenant for unpaid rent?

- Should the landlord be permitted to keep the security deposit in full or partial satisfaction of the claim?

### Background and Evidence

The landlord's agent testified that this month-to-month tenancy ended around the first week of September, 2019 but does not know when it commenced. The landlord's agent took over from a previous property manager in about February, 2019 and there is no written tenancy agreement. However, rent in the amount of \$1,300.00 per month was payable on the 1<sup>st</sup> day of each month. At the outset of the tenancy the landlord at the time collected a security deposit from the tenant in the amount of \$650.00 which is still held in trust by the current landlord, and no pet damage deposit was collected. The rental unit is the top floor of a house, and the lower level was also tenanted during this tenancy.

The tenant failed to pay rent when it was due in August, 2019, and the landlord served the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities by posting it to the door of the rental unit on August 6, 2019, a copy of which has been provided as evidence for this hearing. It is dated August 6, 2019 and contains an effective date of vacancy of August 16, 2019 for unpaid rent in the amount of \$1,300.00 that was due on August 1, 2019. The tenant did not pay the rent and did not notify the landlord that the tenant intended to vacate the rental unit, or when.

The tenant did not serve the landlord with an Application for Dispute Resolution disputing the Notice, but moved out without paying the rent.

The tenant has not provided a forwarding address to the landlord and has not asked for return of the security deposit and has not served the landlord with an Application for Dispute Resolution claiming the security deposit.

The rental unit was re-rented for October 1, 2019, and the landlord claims 1 month of rent, being \$1,300.00 and recovery of the \$100.00 filing fee, and an order permitting the landlord to keep the \$650.00 security deposit in partial satisfaction of the claim.

### Analysis

I have reviewed the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, and I find that it is in the approved form and contains information required by the *Residential Tenancy Act*. I also accept the undisputed testimony of the landlord's agent that the

tenant is in arrears the sum of \$1,300.00 for August, 2019 rent, which is consistent with the Notice. Therefore, I grant a monetary order in that amount in favour of the landlord.

Since the landlord has been successful with the application the landlord is also entitled to recovery of the \$100.00 filing fee.

I order the landlord to keep the \$650.00 security deposit in partial satisfaction and I grant a monetary order in favour of the landlord for the difference of \$750.00.

### Conclusion

For the reasons set out above, I hereby order the landlord to keep the \$650.00 security deposit, and I grant a monetary order in favour of the landlord as against the tenant pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$750.00.

This order is final and binding and may be enforced.

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: October 22, 2019

---

Residential Tenancy Branch