



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Prospero International Realty
Inc. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: *MNR, MNSD*

Introduction

This hearing dealt with an application by the landlord pursuant to sections 67 and 38 of the *Residential Tenancy Act*. The landlord applied for a monetary order for unpaid rent. The landlord also applied to retain the security deposit in partial satisfaction of the claim.

The landlord testified that she served the tenant with the notice of hearing on July 10, 2020, by registered mail, to the address of the rental unit. The tenant was residing at the rental unit until July 19, 2020. The landlord filed a copy of the tracking slip. The tracking history indicates that the package was delivered to the tenant on July 14, 2020. 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.

Issues to be decided

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

Background and Evidence

The landlord testified that the tenancy started on January 17, 2020. The monthly rent was \$2,050.00 payable on the first of each month. Prior to moving in the tenant paid a security deposit of \$1,025.00. On July 19, 2020, the tenant sent the landlord a text message informing the landlord that he had moved out that day.

The landlord stated that the tenant paid fell behind on rent starting April 2020. The landlord sent reminders to the tenant on June 08 and 22, 2020 regarding unpaid rent. The landlord also set up a repayment agreement dated June 22, 2020 but the tenant refused to sign the agreement.

The landlord stated that the tenant owes \$7,375.00 in unpaid rent and is seeking a monetary order for this amount. The landlord filed adequate evidence by way of a ledger, reminder letters and an unsigned repayment agreement to support her claim. The landlord requests that she be allowed to retain the security deposit in partial satisfaction of the claim.

Analysis

Based on the sworn testimony of the landlord and in the absence of evidence to the contrary, I find that the landlord has proven that the tenant owes \$7,375.00 in unpaid rent and accordingly the landlord is entitled to recover this amount.

Overall, the landlord has established a claim of \$7,375.00. I order that the landlord retain the security deposit of \$1,025.00 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 \$6,350.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order of **\$6,350.00**.

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: October 29, 2020

Residential Tenancy Branch