



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNR, FF

Introduction

This hearing dealt with an application by the landlord pursuant to sections 67, 38 and 72 of the *Residential Tenancy Act*. The landlord applied for a monetary order for unpaid rent and the filing fee and to retain the security deposit in partial satisfaction of her claim.

The landlord testified that the notice of hearing and evidence package was served on the tenant on August 19, 2020 by registered mail to the address of the rental unit. The tenant was residing in the rental unit at that time. The landlord provided a tracking number. 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 to recover unpaid rent and the filing fee? Is the landlord entitled to retain the security deposit?

Background and Evidence

The tenancy started on September 01, 2017 and ended on August 30, 2020. The monthly rent was \$1,200.00 due in advance on the first of each month. Prior to moving in the tenant paid a security deposit of \$600.00.

The landlord testified that the rental unit sold and pursuant to the request of the purchaser, the tenant was served with a two-month notice to end tenancy for landlord's use of property. The effective date of the notice was August 30, 2020. The tenant moved out on that date.

The landlord testified that the tenant failed to pay rent for July and August 2020. The tenant was entitled to one month of rent-free stay pursuant to a s.49 notice to end tenancy for landlord's use of property.

The landlord is claiming rent for the month of July 2020 in the amount of \$1,200.00 plus \$100.00 for the recovery of the filing fee.

Analysis

Based on the undisputed sworn testimony of the landlord, the documents filed into evidence and in the absence of evidence to the contrary, I accept the landlord's evidence in respect of the claim.

I find that the landlord is entitled to her monetary claim of \$1,200.00 for unpaid rent. Since the landlord has proven her case, I grant her the recovery of the filing fee of \$100.00 for a total established claim of \$1,300.00.

I order that the landlord retain the security deposit of \$600.00 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 \$700.00. 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 for **\$700.00**.

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: December 01, 2020

Residential Tenancy Branch