



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Code MNR, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord filed under the Residential Tenancy Act (the “Act”), for a monetary order for unpaid rent, for an order to retain the security deposit in partial satisfaction of the claim and to recover the cost of the filing fee.

The landlord attended the hearing, gave testimony, and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

As the tenant did not attend the hearing, service of the Notice of Dispute Resolution Hearing was considered.

The landlord testified the Application for Dispute Resolution and Notice of Hearing were sent by registered mail and signed for by the tenant on September 19, 2022. A Canada post tracking number was provided as evidence of service, I find that the tenant has been duly served in accordance with the Act.

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to the relevant facts and issues in this decision.

Issues to be Decided

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

Is the landlord entitled to retain the security deposit in partial satisfaction of the claim?

Background and Evidence

The landlord stated that the tenant was living in the rental unit when they purchased the property. Rent in the amount of \$830.00 was payable each month. The tenant paid a security deposit of \$385.00. The tenancy ended on May 15, 2022.

The landlord stated that the tenant did not pay any rent for March, and April 2022. And was not required to pay rent for May 2022 as that was their compensation for receiving a notice to end tenancy.

The landlord seeks to recover unpaid rent of \$1,660.00 and keep the security deposit to offset the amount owed to \$1,275.00.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

I accept the landlord undisputed testimony that the tenant did not pay rent for March and April 2022. I find the tenant owes the landlord **\$1,760.00** comprised of unpaid rent \$1,660.00 and the \$100.00 to recover the cost of the filing fee.

I order that the landlord retain the security deposit in partial satisfaction of the claim, and I grant the landlord an order under section 67 of the Act for the balance due of **\$1,375.00**. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court. The **tenant is cautioned** that costs of such enforcement are recoverable from the tenant.

Conclusion

The landlord is granted a monetary order as set out above.

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: May 18, 2023

Residential Tenancy Branch