



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes OPC, MNR, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord to obtain a Monetary Order for unpaid rent, an Order to keep all or part of the security deposit and to recover the filing fee paid for this application. At the outset of the hearing the landlord withdrew his application for an Order of Possession as the tenants have moved from the rental unit.

Service of the hearing documents, by the landlord to the tenants, was done in accordance with section 89 of the *Act*, and hand delivered to the tenants on February 22, 2011.

The landlord appeared, gave testimony, was provided the opportunity to present his evidence orally, in writing, and in documentary form. There was no appearance for the tenants, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. All of the testimony and documentary evidence was carefully considered.

Issues(s) to be Decided

- Is the landlord entitled to a Monetary Order to recover unpaid rent?
- Is the landlord is entitled to keep all or part of the security deposit towards any rent arrears?

Background and Evidence

This month to month tenancy started on November 01, 2009. Rent was \$725.00 per month due on the 1st of each month. The tenants paid a security deposit on October 23, 2009 of \$350.00.

The landlord testifies that the tenants paid their rent for February, 2011 by cheque but the cheque was returned as there were insufficient funds available. The landlord has provided a copy of this in evidence. The landlord served the tenants with a one Month Notice to End Tenancy dated January 30, 2011 and a 10 Day Notice to End Tenancy dated February 14, 2011. The tenants moved from the rental unit on or about February 24, 2011 and failed to make any rent payments within the five days allowed on the 10 Day Notice. The landlord seeks a Monetary Order to recover the rent arrears of \$725.00.

The landlord requests an Order to keep the tenants security deposit in partial payment of the rent arrears and seeks to recover his \$50.00 filing fee.

Analysis

The tenants did not appear at the hearing to dispute the landlords claims, despite having been given a Notice of the hearing; therefore, in the absence of any evidence from the tenants, I have carefully considered the landlords documentary evidence and affirmed testimony before me.

I find the landlord has provided sufficient evidence to establish his claim for unpaid rent for February, 2011 to a total amount of \$725.00 pursuant to s. 67 of the *Act*. I ORDER the landlord pursuant to s. 38(4) of the *Act* to keep the tenant's security deposit of \$350.00 in partial payment of the rent arrears.

The landlord will receive a Monetary Order for the balance owing as follows:

Outstanding rent for February, 2011	\$725.00
Less security deposit	(-\$350.00)
Plus filing fee	\$50.00
Total amount due to the landlord	\$425.00

Conclusion

I HEREBY FIND in favor of the landlords' monetary claim. A copy of the landlords' decision will be accompanied by a Monetary Order for **\$425.00**. The order must be served on the tenants and is enforceable through the Provincial Court as an order of that Court.

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: March 09, 2011.

Residential Tenancy Branch