



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, FF, O

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the "Act") for Orders as follows:

1. A Monetary Order for unpaid rent - Section 67;
2. An Order to retain the security deposit - Section 38; and
3. An Order to recover the filing fee for this application - Section 72.

At the onset of the Hearing, the Landlord stated that although two co-Tenants, AM and SM, are named as Respondent Parties in the application, the claims against the one Tenant SM are withdrawn. The style of cause has therefore been amended to remove the co-Tenant SM. I accept the Landlord's evidence that the Tenant AM was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Tenant did not appear at the Hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy agreement was signed on July 28, 2011. Rent in the amount of \$900.00 was payable monthly and the Landlord collected a security deposit in the amount of \$450.00. On August 2, 2011, the Tenant informed the Landlord that the unit was no longer wanted by the Tenant. The Tenant did not move into the unit. The unit was

rented again to new tenants for September 1, 2011. The Landlord claims a reduced rental amount of \$450.00.

Analysis

Section 16 of the Act provides that the rights and obligations of a tenant under a tenancy agreement take effect the date the tenancy agreement is entered into, whether or not the tenant ever occupies the rental unit. Given the undisputed evidence of the Landlord, I find that a tenancy agreement was validly entered into between the Parties and that the Tenant failed to pay rent as was due. I find therefore that the Landlord is entitled to the amount of \$450.00 as claimed. The Landlord is also entitled to recovery of the \$50.00 filing fee for a total entitlement of **\$500.00**. Setting the security deposit plus interest in the amount of **\$450.00** off this entitlement leaves the amount of **\$50.00** remaining payable by the Tenant to the Landlord.

Conclusion

I order that the Landlord retain the security **deposit** and interest of \$450.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the balance due of **\$50.00**. If necessary, this order may be filed in the Small Claims Court and enforced 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: November 14, 2011.

Residential Tenancy Branch