



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding DD Acquisitions Partnership c/o Gateway Property Management
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR MNSD FF

Introduction

This hearing dealt with an Application for Dispute Resolution under the *Residential Tenancy Act* (the “*Act*”) by the landlord for a monetary order for unpaid rent or utilities, for authorization to retain all or part of the tenant’s security deposit, and to recover the cost of the filing fee.

Two agents for the landlord (the “agents”) appeared at the teleconference hearing and gave affirmed testimony. During the hearing the agents were given the opportunity to provide their evidence orally. A summary of the testimony is provided below and includes only that which is relevant to the matters before me.

As the tenant did not attend the hearing, service of the Notice of a Dispute Resolution Hearing (the “Notice of Hearing”) was considered. The agents testified that the tenant were served the Notice of Hearing and evidence package to the address provided by the tenants friend JD who the tenant appointed as her agent for the move-out condition inspection. The agents read into evidence a letter from the tenant stating that she had to vacate the rental unit and that her friend, JD, would be present for the move-out condition inspection on April 1, 2013 and that JD has the tenants “full permission” to act on her behalf as her agent. The agents provided a registered mail tracking number and testified that they confirmed via the online tracking information that their package was successfully delivered to the tenant on April 16, 2013. Based on the above, I find the tenant was sufficiently served with the Notice of Hearing and evidence package under the *Act*.

Issues to be Decided

- Is the landlord entitled to a monetary order under the *Act*, and if so, in what amount?
- What should happen to the tenant’s security deposit under the *Act*?

Background and Evidence

A month to month tenancy agreement began on January 4, 2013. Monthly rent in the amount of \$725.00 was due on the first day of each month. A security deposit of \$362.50 was paid by the tenant at the start of the tenancy which the landlord continues to hold.

The agent stated that the tenant vacated the rental unit on April 1, 2013 owing \$375.00 in unpaid rent for February 2013, and \$725.00 in unpaid rent for March 2013. The agent stated that the landlord is not seeking the loss of rent for April 2013. The landlord filed their application on April 10, 2013. The tenant's account ledger shows \$1,100.00 owing in unpaid rent as of March 31, 2013.

The landlord submitted a copy of the move-in condition inspection report, the move-out condition inspection report, and the tenant's account ledger in evidence.

Analysis

Based on the documentary evidence and the undisputed testimony of the agent provided during the hearing, and on the balance of probabilities, I find the following.

Claim for unpaid rent – The agent testified that \$1,100.00 remains unpaid comprised of \$375.00 owing for February 2013, and \$725.00 owing for March 2013. Pursuant to section 26 of the *Act* a tenant must pay rent when it is due in accordance with the tenancy agreement. Based on the above, **I find** that the tenant has failed to comply with a standard term of the tenancy agreement which stipulates that rent is due monthly on the first of each month.

I find the landlord has met the burden of proof and has established a monetary claim of **\$1,100.00** comprised of unpaid rent. As the landlord has succeeded with their application, **I grant** the landlord the recovery of the **\$50.00** filing fee. The tenant's security deposit of \$362.50 has accrued \$0.00 in interest since the start of the tenancy.

Monetary Order – I find that the landlord is entitled to a monetary claim and that this claim meets the criteria under section 72(2)(b) of the *Act* to be offset against the tenant's security deposit as follows:

Unpaid portion of February 2013 rent	\$375.00
Unpaid March 2013 rent	\$725.00
Filing fee	\$50.00

Subtotal	\$1,150.00
<i>(Less Tenant's Security Deposit with \$0.00 interest)</i>	<i>- (\$362.50)</i>
TOTAL OWING TO LANDLORD	\$787.50

Conclusion

I find that the landlord has established a total monetary claim of \$1,150.00. **I authorize** the landlord to retain the tenant's full security deposit of \$362.50 in partial satisfaction of the claim, and **I grant** the landlord a monetary order under section 67 for the balance due of **\$787.50**. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: July 11, 2013

Residential Tenancy Branch