



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, OPR, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for an order of possession, for a monetary order and for an order to retain the security deposit in full satisfaction of the claim.

Although served with the Application for Dispute Resolution and Notice of Hearing in by registered mail on January 31, 2014, the tenant did not appear. A Canada post tracking number was provided as evidence. I find that the tenant has been duly served in accordance with the Act.

Issues to be Decided

Is the landlord entitled to an order of possession?
Is the landlord entitled to a monetary order for unpaid rent?
Is the landlord entitled to retain the security deposit?

Background and Evidence

Based on the testimony of the landlord, I find that the tenant was served with a Notice to End Tenancy for non-payment of rent. The tenant did not pay all the outstanding rent and did not apply to dispute the Notice and are therefore conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice. The tenant vacated the rental unit on or about February 8, 2014.

The landlord stated that rent is \$1,600.00 per month and that the tenant failed to pay \$800.00 in January 2014. The landlord stated that the tenant told her to keep the security deposit to offset the amount owed, however, the tenant did not authorization that in writing.

The landlord stated she seeks a monetary order in the amount of \$800.00 and seeks to retain the security deposit of \$800.00 in full satisfaction. The landlord stated she does not seek a monetary order to recover the cost of the filing fee.

Analysis

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

Although the landlord is entitled to an order of possession in these circumstances, the tenant has vacated the rental unit and therefore, an order of possession is no longer required.

I find that the tenant breach the Act, when they failed to pay rent under the Act and tenancy agreement.

I find the landlord has established a total monetary claim of **\$800.00** comprised of the balance of rent owed for January 2014. I order that the landlord retain the security deposit of **\$800.00** in full satisfaction of the claim.

Although the landlord paid a filing fee and is entitled to recover the cost from the tenant. The landlord was not seeking a monetary order for this portion of their claim.

Conclusion

The tenant failed to pay rent and did not file to dispute the Notice to End Tenancy, and vacated the rental unit. Therefore, an order of possession is not required.

The landlord is granted a monetary order for rent due, and may keep the security deposit in full satisfaction of the monetary order.

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 20, 2014

Residential Tenancy Branch

