



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MNSD, MNR, FF*

Introduction

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for a monetary order for unpaid rent and the filing fee. The landlord also applied to retain the security deposit in full satisfaction of his claim.

The landlord testified that on December 26, 2013, he served the tenant with the notice of hearing in person. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

Issues to be decided

Is the landlord entitled to unpaid rent and the filing fee? Is the landlord entitled to retain the security deposit?

Background and Evidence

The landlord testified that the tenancy started on November 15, 2013. The tenant was out of the country when his daughter paid a security deposit to the landlord on November 07, 2013 to secure the unit for a tenancy that would start on November 15, 2013. The monthly rent was set at \$950.00 per month due on the 15th of each month.

The tenant moved in on November 15 but failed to pay rent. The landlord stated that he made several requests for rent, and the tenants kept promising to pay but did not. Eventually, the tenants informed the landlord that they would be moving out and they did so on December 29, 2013.

The landlord is claiming rent for the period of November 15, 2013 to January 15, 2014 in the amount of \$1,900.00. The landlord has also applied for the recovery of the filing fee of \$50.00 and to retain the security deposit of \$475.00.

Analysis

Based on the undisputed testimony of the landlord, I find that the tenant failed pay rent for the time that he occupied the rental unit and moved out without giving the landlord adequate notice.

I find that the landlord is entitled to his claim and since he has proven his case is also entitled to the recovery of the filing fee. Overall the landlord has established a claim of \$1,950.00. I order that the landlord retain the security deposit of \$475.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$1,475.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord leave to retain the security deposit. I also grant the landlord a monetary order in the amount of \$1,475.00.

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 06, 2014

Residential Tenancy Branch

