



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order for unpaid rent, to keep all or part of the security deposit, and to recover the RTB filing fee.

The landlord attended the teleconference hearing and gave evidence, however the tenant did not attend. The landlord gave evidence that he personally served the tenant at her workplace on April 24, 2014. I find the tenant was properly served.

Issue(s) to be Decided

Is the landlord entitled to a monetary order as claimed?

Background and Evidence

The tenancy agreement signed by the parties on October 31, 2013 indicates the tenancy started on November 1, 2013 and the tenant was obligated to pay rent of \$1,550.00 monthly in advance on the first day of the month.

The landlord gave evidence that the tenant was required to pay a security deposit of \$775.00 however they agreed she would pay it in installments. The landlord gave evidence that the tenant made some \$100.00 payments but did not pay the entire security deposit. He gave evidence that his “best guess” is that the tenant paid \$300.00 or \$400.00 of her security deposit.

The landlord gave evidence that he served the tenant with a Notice to End Tenancy for Unpaid Rent (the “Notice”) by personal service on February 16, 2014. The Notice states the tenant failed to pay rent of \$1,550.00 that was due on February 1, 2014, and specifies an effective date of February 27, 2014.

The landlord provided evidence that the tenant made three payments totalling \$1,450.00 toward February rent. The tenant moved out of the rental unit on April 1, 2014. The landlord claims unpaid rent of \$100.00 for February 2014 and \$1,550.00 for March 2014, totalling \$1,650.00.

The landlord also gave evidence that the tenant left what he described as a “truckload of garbage in the driveway”, and he paid \$100.00 to have the items removed from the rental property.

Analysis

I accept the landlord’s evidence that the tenant did not pay rent of \$1,650.00. I also accept the landlord’s evidence that the tenant left behind a quantity of discarded belongings, and the landlord paid \$100.00 to have them removed from the property. I find the landlord is entitled to a monetary order for both amounts. The landlord is also entitled to recover his RTB filing fee of \$50.00.

Since the landlord is not certain how much the tenant paid toward her security deposit, but believes it was \$300.00 or \$400.00, I find it is appropriate to give the tenant the benefit of the doubt. I find the tenant paid a security deposit of \$400.00.

The total amount due the landlord is \$1,800.00. I order that the landlord retain the security deposit of \$400.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1,400.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order for \$1,400.00.

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: August 26, 2014

