



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

OPR, MNR, MNSD, MNDC, FF

Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for an Order of Possession for Unpaid Rent, a monetary Order for unpaid rent, a monetary Order for money owed or compensation for damage or loss, to retain all or part of the security deposit, and to recover the fee for filing this Application for Dispute Resolution. At the hearing the Landlord withdrew the application for an Order of Possession, as the rental unit has been vacated.

The Landlord stated that on February 12, 2015 he personally served the Tenant with the Application for Dispute Resolution, the Notice of Hearing and documents the Landlord wishes to rely upon as evidence. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*; however the Tenant did not appear at the hearing.

Issue(s) to be Decided

Is the Landlord entitled to a monetary Order for unpaid rent and to keep all or part of the security deposit?

Background and Evidence

The Landlord stated that this tenancy began on November 01, 2014 and that the Tenant agreed to pay rent of \$900.00 by the first day of each month.

The Landlord stated that the Tenant did not pay any rent for January or February of 2015 and that she did not vacate the rental unit until March 02, 2015. He is seeking compensation for unpaid rent for these months.

The Landlord stated that on January 25, 2015 he posted a Ten Day Notice to End Tenancy for Unpaid Rent on the door of the rental unit, which had a declared effective date of February 04, 2015. The Notice, which was submitted in evidence, declared that the Tenant owed \$900.00 in rent that was due on January 01, 2015.

At the hearing I neglected to determine how much of a security deposit/pet damage deposit was paid.

Analysis

On the basis of the undisputed evidence, I find that the Tenant entered into a tenancy agreement with the Landlord that required the Tenant to pay monthly rent of \$900.00 by the first day of each month.

On the basis of the undisputed evidence, I find that the Tenant did not pay rent for January or February of 2015, although she occupied the rental unit for both months. As the Tenant is required to pay rent pursuant to section 26(1) of the *Act*, I find that the Tenant must pay \$1,800.00 in rent for January and February of 2015.

Pursuant to section 72(2) of the *Act*, I find that the Landlord may apply any security deposit/pet damage deposit he is holding toward the outstanding rent. As I do not know the amount of the security deposit, I am issuing a monetary Order to reflect the full amount of rent owing. **In the event the Tenant voluntarily complies with the monetary Order, the Tenant may deduct the amount of the security deposit/pet damage deposit from the amount owed. In the event the Order is enforced through the Province of British Columbia Small Claims Court, the Order must be reduced by the amount of the security deposit/pet damage deposit.**

I find that the Landlord's application has merit and that the Landlord is entitled to recover the cost of filing this Application for Dispute Resolution.

Conclusion

The Landlord has established a monetary claim, in the amount of \$1,850.00, which is comprised of \$1,800.00 in unpaid rent and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution.

I grant the Landlord a monetary Order for the amount of \$1,850.00 **which must be reduced by the amount of the security deposit/pet damage deposit that has been paid.** In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia 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: March 06, 2015

Residential Tenancy Branch