



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SEA TO SKY VENTURES LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, FF

Introduction

This hearing was convened by way of conference call in response to an Application by for Dispute Resolution (the “Application”) made by the Landlord for a Monetary Order for unpaid rent and to recover the filing fee for the cost of this Application.

An agent for the Landlord appeared for the hearing and provided affirmed testimony as well as written evidence prior to the hearing. There was no appearance by the Tenant and no submission of written evidence prior to the hearing.

The Landlord testified that the Tenant was served personally with a copy of the Application and the notice documents for this hearing on May 12, 2014. In the absence of any evidence from the Tenant to dispute this, I find that the Landlord served the Tenant pursuant to Section 89(1) (a) of the *Residential Tenancy Act* (the “Act”).

The hearing continued in the absence of the Tenant and the Landlord’s agent’s affirmed testimony and written evidence was carefully considered in this Decision.

Issue(s) to be Decided

- Is the Landlord entitled to unpaid rent for?

Background and Evidence

The Landlord’s agent testified that this tenancy began on June 1, 2012 on a month to month basis. A written tenancy agreement was completed, which was provided in written evidence, and rent under the agreement was established at \$1,100.00, payable by the Tenant on the first day of each month.

The Tenant paid a \$550.00 security deposit to the Landlord at the start of the tenancy which the Landlord still retains.

The Landlord's agent's testimony is that the Tenant began falling into rent arrears in 2013 due to a lack of work for the Tenant's partner. The Landlord's agent tried to work and accommodate the Tenant by allowing partial and reduced payments for rent. However, by April, 2014 the Tenant was in rent arrears for a total amount of \$3,250.00.

As a result, the Landlord personally served the Tenant with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the "Notice") on April 14, 2014. The Notice was provided in written evidence and shows that the Tenant was in rent arrears for \$3,250.00 which was payable on April 1, 2014 and the effective move out date on the Notice is April 24, 2014.

The Landlord's agent testified that the Tenant agreed to vacate the rental suite at the end of April, 2014 and allowed the Landlord to keep the security deposit by giving written consent which was recorded on the Notice. This left a balance of \$2,700.00 payable by the Tenant in unpaid rent.

The Landlord's agent testified that the Tenant vacated the rental suite on May 1, 2014 and he was able to re-rent the suite for the same month. In addition, the Tenant has been making small payments by e-mail transfer to the Landlord and at the time of this hearing has paid a total of \$250.00 towards the rent arrears. As a result, this leaves an outstanding balance of \$2,450.00 which the Landlord now seeks a Monetary Order for as well as the filing fee.

The Tenant has not provided the Landlord with a forwarding address in writing.

Analysis

Section 26(1) of the Act requires a Tenant to pay rent when it is due under the tenancy agreement.

I find that, based on the written consent of the Tenant provided as evidence, the Landlord had the authority to keep the Tenant's security deposit in the amount of \$550.00 towards the rent arrears of \$3,250.00, pursuant to Section 38(4) (a) of the Act.

I also accept the Landlord's agent's testimony that the Tenant paid \$250.00 towards the rent arrears after vacating the rental suite and that the Tenant is currently in rent arrears for the amount of \$2,450.00.

As the Landlord has been successful in this matter, the Landlord is also entitled to recover from the Tenant the \$50.00 filing fee for the cost of having to make this Application, pursuant to Section 72(1) of the Act.

Therefore, the total amount payable by the Tenant to the Landlord is \$2,500.00.

Conclusion

For the reasons set out above, I grant the Landlord a Monetary Order pursuant to Section 67 of the Act in the amount of **\$2,500.00**. This order must be served on the Tenant and may then be filed in the Provincial Court (Small Claims) 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: September 11, 2014

Residential Tenancy Branch

