



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CITY OF MAPLE RIDGE
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, MNR

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* ("the Act") for a monetary order for unpaid rent pursuant to section 67 and an Order to be allowed to keep all or part of the security and pet damage deposit pursuant to section 38.

The tenants did not attend. The landlord was given full opportunity to be heard, to present evidence and to make submissions. The landlord provided evidence the tenants were personally served with the Application for Dispute Resolution hearing package (including Notice of Hearing) on July 14, 2015. I accept that the tenants were both duly served with the landlord's Application for Dispute Resolution hearing package.

Issue(s) to be Decided

Are the landlords entitled to a monetary award for unpaid rent?

Are the landlords entitled to retain the tenants' security and pet deposit towards all or a portion of the unpaid rent?

Background and Evidence

The landlord testified that the residential tenancy agreement for this rental unit began on December 24, 2013 and continued on a month to month basis until July 14, 2015. The monthly rental amount of \$850.00 was payable on the first of each month. The landlord testified that he continued to hold the \$425.00 security deposit as well as the \$425.00 pet deposit that the tenants paid on December 24, 2015, their move-in date.

The landlord has applied for a monetary order to recover unpaid rent for the months of June 2015 and July 2015. The landlord testified that the tenants did not pay rent of \$850.00 due on June 1, 2015 and, again, did not pay any rent on July 1, 2015. The

landlord testified that there has been a lengthy history of late payment of rent by the tenant. The landlord testified that several attempts to assist and negotiate rental payments with the tenants occurred over the course of the tenancy. He testified that often months of rental arrears would remain outstanding until eventually be paid by a third party.

The landlord sought to recover two months (June and July 2015) of rent totalling \$1700.00. The landlord sought to retain the tenants' security and pet deposits totalling \$850.00 towards this outstanding amount.

Analysis

I find that the landlord is entitled to receive an order for unpaid rent for the months of June and July 2015. I accept the uncontested evidence of the landlord that the tenants were consistently late with rent and that rent remained unpaid for the final two months of their tenancy. I find the landlord is entitled to recover this unpaid rent totalling \$1700.00 (June 2015 \$850 and July 2015 \$850.00).

The landlord testified that he continues to hold a security deposit of \$425.00 and a pet damage deposit of \$425.00. I will allow the landlord to retain the security deposit plus any interest in partial satisfaction of the monetary award. There is no interest payable for this period.

The landlord explained that the tenants had faced a number of challenges and that the landlord did not seek to recover the filing fee for this application.

Conclusion

I allow the landlord to retain the \$425.00 pet damage and \$425.00 security deposit.

I issue a monetary Order in favour of the landlords as follows:

Rental Arrears for June 2015	\$850.00
Rental Arrears for July 2015	850.00
Less Security Deposit	-425.00
Less Pet Deposit	-425.00
Total Monetary Award	\$850.00

The landlord is provided with this formal Order in the above terms. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Provincial Court of British Columbia.

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: December 08, 2015

Residential Tenancy Branch

