



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PACIFIC EDGE PROPERTIES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes FF MNRL

Introduction

This hearing was convened in response to applications by the corporate landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

- a return of the filing fee pursuant to section 72 of the *Act*; and
- a Monetary Order for unpaid rent pursuant to section 67 of the *Act*.

Only the landlord’s agent, J.P. (the “landlord”) attended by way of conference call which lasted ten minutes. The landlord was given full opportunity to be heard, to present evidence and to make submissions.

The landlord gave undisputed testimony that a copy of the Application for Dispute Resolution hearing package, as well as the evidentiary package were sent to the tenant by way of Canada Post Registered Mail on July 27, 2018. A copy of the Canada Post tracking number was provided to the hearing by the landlord in her testimony. Pursuant to sections 88, 89 and 90 of the *Act*, the tenant is deemed served with the dispute resolution hearing and evidentiary package on August 1, 2018, five days after their posting.

Issue(s) to be Decided

Is the landlord entitled to a monetary award?

Can the landlord recover the filing fee?

Background and Evidence

A review of the tenancy agreement submitted into evidence by the landlord showed this tenancy began on July 1, 2014. The landlord said the tenant vacated the property on May 30, 2018. Rent was \$1,200.00 per month, and a security deposit of \$600.00 paid at the outset of the tenancy continues to be held by the landlord.

The landlord sought a monetary award of \$1,200.00 in unpaid May 2018 rent.

A brief written submission was provided to the hearing by the tenant disputing the landlord's application.

Analysis

Section 7(1) of the *Act* establishes that a tenant who does not comply with the *Act*, the regulations or the tenancy agreement must compensate the landlord for damage or loss that results from that failure to comply. Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party.

The landlord provided testimony and a monetary order worksheet as evidence, demonstrating that rent was not paid for May 2018.

Pursuant to section 67 of the *Act*, I find that the landlord is entitled to a monetary award of \$1,200.00 for unpaid May 2018 rent. Using the offsetting provisions contained in section 72 of the *Act*, the landlord may withhold the tenant's security deposit in partial satisfaction for the money owed.

As the landlord was successful in his application, she may recover the \$100.00 filing fee pursuant to section 72 of the *Act*.

Pursuant to *Rule of Procedure 7.4*, I decline to consider the tenant's written submissions. The tenant failed to attend the hearing despite evidence of service and I decline to consider her written submissions in light of the landlord's undisputed testimony. Rule 7.4 states, "If a party or their agent does not attend the hearing to present evidence, any written submissions supplied may or may not be considered."

Conclusion

I make a Monetary Order of \$700.00 in favour of the landlord as follows.

Amount	Item
Unpaid rent May 2018	\$1,200.00
Return of RTB Filing Fee	100.00
Less return of security deposit	(-600.00)
Total =	\$700.00

Should the tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial 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: November 29, 2018

Residential Tenancy Branch