



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL-S, FFL

Introduction

This hearing was scheduled in response to the landlord's application pursuant to the *Residential Tenancy Act* (the "*Act*") for:

- a monetary order for unpaid rent pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The tenant did not participate in the conference call hearing, which lasted approximately 10 minutes. The landlord's agent (the "landlord") attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The landlord confirmed he was an agent of the landlord's company named in this application, and had authority to speak on its behalf.

The landlord testified that on August 20, 2018 he forwarded the hearing package via registered mail to the tenant. The landlord provided the Canada Post tracking number into oral evidence to verify this method of service; this number is detailed on the front page of this Decision. Based on the testimony of the landlord and in accordance with sections 89 and 90 of the *Act*, I find that the tenant has been deemed served with the hearing package on August 25, 2018, the fifth day after its registered mailing

Issue(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent?

Is the landlord authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested?

Is the landlord authorized to recover the filing fee for this application from the tenant?

Background and Evidence

As per the submitted tenancy agreement and testimony of the landlord, the tenancy began on February 1, 2018 on a fixed term until January 31, 2019. Rent in the amount of \$1,350.00 was payable on the first of each month. The tenant remitted a security deposit in the amount of \$675.00 at the start of the tenancy, which the landlord still retains in trust. The tenant vacated the unit July 29, 2018.

The landlord seeks a monetary order of \$4,050.00 for unpaid rent from May to July 2018. The landlord claimed that the tenant has not paid any rent for the above three months. The landlord is also seeking to recover the \$100.00 filing fee for this application from the tenant.

Analysis

Section 26 of the *Act* requires the tenant to pay rent on the date indicated in the tenancy agreement, which is the first day of each month. Section 7(1) of the *Act* establishes that a tenant who does not comply with the *Act*, *Residential Tenancy Regulation* (the "*Regulation*") or tenancy agreement must compensate the landlord for damage or loss that results from that failure to comply.

I find that the landlord proved that the current rent for this unit is \$1,350.00. I find the landlord provided undisputed evidence that the tenant failed to pay full rent from May to July 2018. Therefore, I find that the landlord is entitled to \$4,050.00.00 in rent.

As the landlord was successful in this application, I find that the landlord is entitled to recover the \$100.00 filing fee paid for the application, for a total award of \$4,150.00.

In accordance with the offsetting provisions of section 72 of the *Act*, I allow the landlord to retain the security deposit in the total amount of \$675.00 in partial satisfaction of the monetary award and I grant an order for the balance due \$3,475.00.

Conclusion

I issue a monetary order in the landlord's favour in the amount of \$3,475.00 against the tenant.

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 11, 2018

Residential Tenancy Branch