



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding VANTAGE WEST REALTY INC. and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes **FFL MNDCL-S MNRL-S OPR**

Introduction

This hearing dealt with an application by the landlord under the *Residential Tenancy Act* (the *Act*) for the following:

- An order for possession under a 10-Day Notice to End Tenancy for Unpaid Rent ("Ten-Day Notice ") pursuant to sections 46 and 55;
- A monetary order for unpaid rent and for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement pursuant to section 67 of the *Act*;
- Authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 72 of the *Act*;
- Authorization to recover the filing fee for this application pursuant to section 72.

EC, the agent for the landlord, ("the landlord") attended and confirmed that the agent had permission to speak on behalf of the landlord named in this application, at this hearing. The hearing process was explained, and an opportunity was given to ask questions about the hearing process.

The tenants did not attend the hearing. I kept the teleconference line open from the scheduled time for the hearing for an additional fifteen minutes to allow the tenants the opportunity to call. The teleconference system indicated only the landlord and I had called into the hearing. I confirmed the correct call-in number and participant code for the tenant were provided.

The landlord provided affirmed testimony that the landlord served the tenants with the Notice of Hearing and Application for Dispute Resolution by registered mail sent on

October 21, 2019 and deemed received by the tenants under section 90 of the Act five days later, that is, on October 26, 2019.

The landlord provided the Canada Post Tracking Number in support of service to which I refer on the cover page. Pursuant to sections 89 and 90, I find the landlord served the tenants with the Notice of Hearing and Application for Dispute Resolution on October 26, 2019.

At the beginning of the hearing, the landlord testified that the tenants vacated the unit and the landlord had already obtained an order of possession in a file, reference to which appears on the cover page. Accordingly, the landlord withdrew the claim for an order of possession.

The landlord's claim under this heading was dismissed without leave to reapply.

The landlord further testified that the current application under section 67 related to outstanding rent only. Accordingly, the landlord withdrew the application for other damages and compensation under section 67 with leave to reapply.

The landlord's claim for damages and compensation other than for outstanding rent was dismissed with leave to reapply.

Issue(s) to be Decided

Is the landlord entitled to:

- A monetary order for unpaid rent under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement pursuant to section 67 of the *Act*;
- Authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 72 of the *Act*;
- Authorization to recover the filing fee for this application pursuant to section 72.

Background and Evidence

While I have turned my mind to the documentary evidence and the testimony of the landlord, not all details of the landlord's submissions and arguments are reproduced here. The relevant and important aspects of the landlord's claims and my findings are set out below.

The property manager provided the following undisputed testimony. This tenancy began on January 1, 2018. Monthly rent in the amount of \$2,150.00 is payable on the first day of each month. A written tenancy agreement was signed by both parties and a copy was submitted for this application.

A security deposit of \$1,050.00 and a pet damage deposit of \$525.00 (together \$1,575.00 and referred to as the security deposit") were paid by the tenants to the landlord.

In a previous application, reference to which appears on the cover page, the landlord obtained an order of possession on November 15, 2019. The landlord was uncertain of the date the tenants vacated and believed it was approximately November 15, 2019. No condition inspection report on moving out was conducted.

The tenants have not provided the landlord with authorization to apply the security deposit to outstanding rent. The landlord has not received the tenants' forwarding address.

The landlord testified that on August 23, 2019 the tenant paid \$700.00 towards September 2019's rent but has not paid any rent money since that date. A tenant ledger from April 29, 2019 to November 1, 2019 was entered into evidence and confirms the property manager's testimony that outstanding rent for September, October and November 2019 was \$5,775.00.

The landlord requested an order authorizing the landlord to apply the security deposit to the outstanding rent. The landlord requested a monetary order as follows:

ITEM	AMOUNT
Outstanding rent	\$5,775.00
Reimbursement of the filing fee	\$100.00
(Less security deposit)	(\$1,575.00)
Monetary award requested	\$4,300.00

Analysis

The landlord provided undisputed evidence at this hearing as the tenants did not attend.

I have reviewed all documentary evidence and testimony.

I find the tenants did not pay the overdue rent and that rent for September, October and November 2019 in the amount of \$5,775.00 is owing the landlord. I accept the landlord's evidence as supported by a clients' ledger.

Based on the uncontradicted evidence of the landlord, I find the landlord is entitled to a monetary award pursuant to section 67 in the amount of \$5,775.00 for unpaid rent.

As the landlord was successful in this application, I award the landlord reimbursement of the \$100.00 filing fee for a total monetary order of \$5,875.00

Pursuant to section 72, I authorize the landlord to retain the security deposit in partial satisfaction of the monetary award.

In conclusion, I grant the landlord a monetary award in the amount of \$4,300.00.

A summary of my monetary finding follows:

ITEM	AMOUNT
Outstanding rent	\$5,775.00
Reimbursement of the filing fee	\$100.00
(Less security deposit)	(\$1,575.00)
Monetary award granted	\$4,300.00

Conclusion

I grant a monetary order to the landlord in the amount of **\$4,300.00**.

This order must be served on the tenants. If the tenants fail to comply with this order, the landlord may file the order in the Provincial Court (Small Claims) and be 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 25, 2019

Residential Tenancy Branch