



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNRL-S, FFL

### Introduction

On October 9, 2020 the Landlord submitted an Application for Dispute Resolution (the “Application”), seeking relief pursuant to the *Residential Tenancy Act* (the “Act”) for the following:

- a monetary order for unpaid rent;
- an order granting authorization to retain the security deposit; and
- an order granting recovery of the filing fee.

The hearing was scheduled for 1:30pm on January 29, 2021 as a teleconference hearing. The Landlord attended the hearing at the appointed date and time. No one appeared for the Tenant. The conference call line remained open and was monitored for 11 minutes before the call ended. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. During the hearing, I also confirmed from the online teleconference system that the Landlord and I were the only persons who had called into this teleconference.

The Landlord testified the Application and documentary evidence package was served to the Tenant by registered mail on October 17, 2020 and again on November 23, 2020. The Landlord provided confirmation of the registered mailings during the hearing. Based on the oral and written submissions of the Applicants, and in accordance with sections 89 and 90 of the *Act*, I find that the Tenant is deemed to have been served with the Application and documentary evidence on October 22 and November 28, 2020, the fifth day after their registered mailings. The Tenant did not submit documentary evidence in response to the Application.

The Landlord was given the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issues to be Decided

1. Is the Landlord entitled to a monetary order for unpaid rent, pursuant to Section 67 of the *Act*?
2. Should the Landlord be authorized to apply the security deposit against their claim, in accordance with Section 72 of the *Act*?
3. Is the Landlord entitled to recover the filing fee, pursuant to Section 72 of the *Act*?

### Background and Evidence

The Landlord testified that the tenancy began on July 15, 2017. Rent in the amount of \$3,600.00 was due on the first day of each month. The Tenant paid a security deposit in the amount of \$1,800.00 which the Landlord continues to hold. The Landlord stated that the Tenant provided their forwarding address on October 13, 2020 before the tenancy ended on October 15, 2020. The Landlord provided a copy of the tenancy agreement in support.

The Landlord stated that the Tenant has been consistently behind on paying rent throughout the entire tenancy. The Landlord stated that each month, the Tenant failed to pay the full amount of rent owed to the Landlord, which has amounted to \$12,473.42 in unpaid rent. The Landlord provided a detailed rental ledger showing the payments made by the Tenant to the Landlord each month. The Landlord stated that he felt bad for the Tenant and tried to work with them by showing flexibility to allow the Tenant to make up the difference. The Landlord stated that the Tenant was unable to pay the remaining balance of rent owed prior to the tenancy ending.

The Landlord is therefore seeking a monetary order in the amount of \$12,473.42 for unpaid rent. Furthermore, the Landlord is seeking to retain the Tenant's security deposit and to recover the filing fee. The Tenant did not attend the hearing to respond to the Landlord's claim.

### Analysis

Based on the unchallenged oral testimony and documentary evidence, and on a balance of probabilities, I find:

Section 26(1) of the *Act* confirms:

A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

I find the Landlord has provided sufficient evidence to demonstrate that the Tenant failed to pay the full amount of rent to the Landlord when due throughout the tenancy. I find that the Landlord has established an entitlement to a monetary award for unpaid rent in the amount of \$12,473.42. Having been successful, I also find the Landlord is entitled to recover the \$100.00 filing fee paid to make the Application. Further, I find it appropriate in the circumstances to order that the Landlord is entitled to retain the security deposit held in partial satisfaction of the claim.

Pursuant to section 67 of the Act, I find the Landlord is entitled to a monetary order in the amount of \$10,773.42, which has been calculated as follows:

<b>Claim</b>	<b>Amount</b>
Unpaid rent:	\$12,473.42
Filing fee:	\$100.00
<i>LESS</i> security deposit:	<i>(\$1,800.00)</i>
<b>TOTAL:</b>	<b>\$10,773.42</b>

### Conclusion

The Landlord is granted a monetary order in the amount of \$10,773.42. The monetary order should be served to the Tenant as soon as possible and may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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: February 1, 2021

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Residential Tenancy Branch