



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCL-S, MNDL-S, MNRL, FFL

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("Act") for:

- a monetary order for money owed or compensation for damage or loss under the Act, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 67;
- authorization to retain the tenant's security deposit in partial satisfaction of the monetary order requested, pursuant to section 38; and
- an order authorizing the landlord the recovery of the filing fee for this application from the tenant pursuant to section 72.

The hearing was conducted via teleconference and was attended by the landlord. No one was in attendance on behalf of the tenants. The landlord submitted documentary evidence that the tenants were served notice of this application and this hearing by registered mail on January 15, 2021. Canada Post tracking information was submitted in the landlord's evidence that shows that the item was delivered on January 21, 2021. Based on the submissions of the landlord, I find the tenants were served in accordance with section 89 of the Act. Therefore, I continued in the absence of the tenants.

Issue to be Decided

Is the landlord entitled to a monetary award for losses arising out of this tenancy?
Is the landlord entitled to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary award requested?
Is the landlord entitled to the recovery of the filing fee?

Background, Evidence

The landlord's undisputed testimony is as follows. The tenancy began on September 15, 2019 and ended on January 14, 2021. The tenants were obligated to pay \$2800.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$1400.00 security deposit which the landlord still holds. The landlord testified that the tenants were \$2600.00 short for November 2020 rent and failed to pay any rent for December 2020 or January 2021. The landlord is seeking \$8200.00 in unpaid rent along with the \$100.00 filing fee for this application.

Analysis

Section 26 of the Act addresses the issue before me as follows.

Rules about payment and non-payment of rent

26 (1) *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.*

The landlord provided extensive documentation, undisputed testimony to support his application. The landlord is entitled to the recovery of the \$8200.00 of unpaid rent and the recovery of the \$100.00 filing fee for this application. The landlord is also entitled to retain the security deposit.

Conclusion

The landlord has established a claim for \$8300.00. I order that the landlord retain the \$1400.00 security deposit in partial satisfaction of the claim, and I grant the landlord an order under section 67 for the balance due of \$6900.00. This order may be filed in the Small Claims 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: May 13, 2021

Residential Tenancy Branch