



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MNR, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for unpaid rent - Section 67;
2. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord’s evidence that the Tenants were served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Tenants did not participate in the conference call hearing.

The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to the monetary order for unpaid rent?

Is the Landlord entitled to recovery of the filing fee for this application?

Background and Evidence

The tenancy began on June 1, 2009 and ended on May 31, 2010. Rent in the amount of \$2375.00 was payable in advance on the first day of each month. At the outset of the tenancy, the Landlord collected a security deposit from the Tenant in the amount of \$1,200.00. At the end of the tenancy, arrears in the amount of \$2,405.00 were owed by the Tenants for rent and late fees and the Tenant signed an agreement with the

Landlord allowing the security deposit to be set off against these arrears. The Landlord further reduced the arrears by \$370.00 to reimburse the Tenant for cleaning costs at the commencement of the tenancy. The quantum of the Landlord's monetary claim is for the remaining amount **\$835.00**.

Analysis

Section 26 of the Act requires Tenants to pay rent when it is due. Section 38 of the Act provides that where a tenant agrees in writing that a landlord may retain the security deposit to pay a liability or obligation, the landlord may retain that amount. Accepting the undisputed evidence of the Landlord that the Tenants owed rental arrears at the end of the tenancy and the Tenants agreed that the Landlord could retain the security deposit to pay the rental arrears, I find that the Landlord is entitled to the amount of \$835.00. The Landlord is also entitled to recovery of the \$50 filing fee, for a total entitlement of **\$885.00**.

Conclusion

I grant the Landlord an Order under Section 67 of the Act for the amount of **\$885.00**. If necessary, 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: April 07, 2011.

Residential Tenancy Branch