



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PARKBRIDGE LIFESTYLE COMMUNITIES LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MNSD, FF

Introduction

This matter dealt with an application by the Landlord for a Monetary Order for unpaid rent, to retain the Tenants' security deposit and to recover the filing fee for this proceeding.

The Landlord's agent said he served the Tenants with the Application and Notice of Hearing (the "hearing package") by personal delivery on November 22, 2013. Based on the evidence of the Landlords' agent, I find that the Tenants were served with the Landlord's hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenants' absence.

Issues(s) to be Decided

1. Are there rent arrears and if so, how much?
2. Is the Landlord entitled to compensation for unpaid rent and if so how much?
3. Is the Landlord entitled to keep the Tenants' security deposit?

Background and Evidence

This tenancy started on January 1, 2013 as a fixed term tenancy with an expiry date of December 31, 2013. Rent was \$1,250.00 per month payable in advance of the 1st day of each month. The Tenants paid a security deposit of \$625.00 on December 10, 2012. The Landlord said the Tenants moved out of the rental unit on November 1, 2013 as a result of a 10 Day Notice to End Tenancy for unpaid rent.

The Landlord said that the Tenants did not pay \$1,250.00 of rent for September, 2013 and \$1,250.00 of unpaid rent for October, 2013. As well the Landlord said the Tenants had \$70.00 in unpaid late fees and NSF bank charges at the end of the tenancy. The Landlord said he is not claiming for any damage to the unit or for lost rental income. The Landlord said his total claim is for \$2, 570.00 in unpaid rent and fees plus the filing fee of \$50.00.

The Landlord submitted a copy of the rent ledger which confirmed the amounts of unpaid rent and fees that the Landlord is claiming.

Analysis

Section 26 says 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 Tenants do not have the right under the Act to withhold part or all of the rent; therefore I find the Tenants are responsible for the unpaid rent of \$1,250.00 for September, 2013 and unpaid rent of \$1,250.00 for October, 2013. As well I award the NSF and late fees of \$70.00 to the Landlord.

As the Landlords have been successful in this matter, he is also entitled to recover from the Tenants the \$50.00 filing fee for this proceeding. I order the Landlord pursuant to s. 38(4) and s. 72 of the Act to keep the Tenants' security deposit in partial payment of the rent arrears. The Landlord will receive a monetary order for the balance owing as following:

| | | |
|-------|--------------------|-------------|
| | Rent arrears: | \$ 2,500.00 |
| | NSF and late fees | \$ 70.00 |
| | Recover filing fee | \$ 50.00 |
| | Subtotal: | \$2,620.00 |
| Less: | Security Deposit | \$ 625.00 |
| | Subtotal: | \$ 625.00 |
| | Balance Owing | \$ 1,995.00 |

Conclusion

A Monetary Order in the amount of \$1,995.00 has been issued to the Landlord. A copy of the Order must be served on the Tenants: the Monetary Order may be enforced in the Provincial (Small Claims) Court of British Columbia.

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: March 11, 2014

Residential Tenancy Branch

