



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Colliers Macauley Nicholls Inc.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, MNR, FF

Introduction

This hearing dealt with the landlord's application for dispute resolution under the Residential Tenancy Act (the "Act") seeking a monetary order for unpaid rent, for authority to retain the tenant's security deposit, and for recovery of the filing fee.

The landlord's agents (hereafter "landlord") attended the telephone conference call hearing; the tenant did not attend.

The landlord supplied a registered mail receipt with a tracking number showing that the tenant was served with the landlord's Application for Dispute Resolution and Notice of Hearing by registered mail on November 18, 2013. The landlord submitted that the address they used for service of the documents was the same address used by the tenant in his application for dispute resolution filed against the landlord in 2013.

Based upon the submissions of the landlord, I find the tenant was served notice of this hearing in a manner complying with section 89(1) of the Residential Tenancy Act and the hearing proceeded in the tenant's absence.

The landlord was provided the opportunity to present their evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and documentary evidence before me that met the requirements of the Dispute Resolution Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation and to recover the filing fee?

Background and Evidence

The evidence submitted by the landlord shows that this tenancy began on February 1, 2013, ended on October 31, 2013, when the tenant vacated the rental unit, monthly rent was \$900, and the tenant paid a security deposit of \$450 at the beginning of the tenancy.

The landlord's monetary claim is in the amount of \$2700, which is unpaid rent for the months of August, September, and October 2013, at \$900 each month. The landlord submitted that the tenant failed to pay any rent owed for these months pursuant to the written tenancy agreement, and vacated the rental unit owing the amount requested.

The landlord's relevant additional documentary evidence included the written tenancy agreement, a condition inspection report, and a tenant ledger sheet.

Analysis

Under section 26 of the Act, a tenant is required to pay rent in accordance with the terms of the tenancy agreement and is not permitted to withhold rent without the legal right to do so.

In the case before me, I accept the landlord's undisputed evidence that the tenant owed rent of \$900 for August, September and October 2013, each, and failed to pay rent in accordance with the terms of the tenancy agreement, leaving a rent balance in the amount of \$2700, and that they are entitled to a monetary award in that amount.

I also award the landlord recovery of the filing fee of \$50.

I therefore find the landlord has established an entitlement to a monetary award of \$2750, comprised of unpaid rent of \$2700 and recovery of the filing fee of \$50.

Conclusion

The landlord's application for monetary compensation is granted.

At the landlord's request, I authorize the landlord to retain the tenant's security deposit of \$450 in partial satisfaction of their monetary award of \$2750.

I grant the landlord a final, legally binding monetary order pursuant to section 67 of the Act for the balance due, in the amount of \$2300, which I have enclosed with the landlord's Decision.

Should the tenant fail to pay the landlord this amount without delay after being served the order, the monetary order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an Order of that Court. The tenant is advised that costs of such enforcement are recoverable from the tenant.

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* and is being mailed to both the applicant and the respondent.

Dated: March 05, 2014

Residential Tenancy Branch

