



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Porte Realty Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MNSD, 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. A Monetary Order for compensation for loss – Section 67;
3. An Order to retain the security deposit - Section 38; and
4. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Tenant did not attend the 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 amounts claimed?

Background and Evidence

The tenancy started on July 1, 2014 and ended on September 30, 2014. Rent of \$1,050 was payable monthly on the first day of each month. At the outset of the tenancy the Landlord collected \$525.00 as a security deposit. The Landlord called the Tenant on September 30, 2014, received the Tenant’s forwarding address and was told that the keys to the unit were left in the unit. The Tenant failed to pay rent for August and September 2015 and the Landlord claims \$2,150.00, including the filing fee.

Analysis

Section 26 of the Act provides that rent is payable when it is due under the tenancy agreement. Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. Based on the undisputed evidence of the Landlord I find that the Tenant failed to pay rent as due under the tenancy agreement for August and September 2014 and that the Landlord is therefore entitled to its claim of **\$2,100.00**. The Landlord is also entitled to the **\$50.00** filing fee for a total entitlement of **\$2,150.00**. Deducting the security deposit of **\$525.00** plus zero interest leaves **\$1,625.00** owed by the Tenant to the Landlord.

Conclusion

I Order the Landlord to retain the security deposit plus interest of \$525.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for **\$1,625.00**. 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 29, 2015

Residential Tenancy Branch

