



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR MNSD O FF

### Introduction

This hearing dealt with an Application for Dispute Resolution filed by the Landlord on June 12, 2015 seeking to obtain a Monetary Order for: unpaid rent or Utilities; to keep all or part of the security and or pet deposit; for other reasons; and to recover the cost of the filing fee from the Tenants for this application.

The hearing was conducted via teleconference and was attended by the Landlord. No one was in attendance for the Tenants. The Landlord provided affirmed testimony that each Tenant was served notice of this application and this hearing by registered mail on June 12, 2015.

Canada Post tracking information was submitted into evidence. The Landlord asserted that the Canada Post Website confirmed that each package was successfully delivered on June 15, 2015. Based on the submissions of the Landlord I find that each Tenant was sufficiently served Notice of this proceeding in accordance with section 89 of the Act. Therefore, I continued in absence of the Tenants.

### Issue(s) to be Decided

Has the Landlord proven entitlement to monetary compensation?

### Background and Evidence

The Landlord submitted evidence that the Tenants entered into a written month to month tenancy that began on February 1, 2015. Rent of \$1,005.00 was due on or before the first of each month and on January 30, 2015 the Tenants paid \$502.50 as the security deposit.

The Landlord testified that when the Tenants failed to pay their May 1, 2015 rent the Landlord posted a 10 Day Notice to the Tenant's door on May 7, 2015. The Tenants did not dispute the Notice, did not pay the outstanding May rent, and vacated the property as of May 20, 2015. The Landlord seeks compensation for the unpaid May 2015 rent in the amount of \$1,005.00.

## Analysis

After careful consideration of the foregoing, documentary evidence, and on a balance of probabilities I find as follows:

**Section 7** of the Act provides as follows in respect to claims for monetary losses and for damages made herein:

### **7. Liability for not complying with this Act or a tenancy agreement**

- 7(1) If a landlord or tenant does not comply with this Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other for damage or loss that results.

Section 67 of the Residential Tenancy Act states:

Without limiting the general authority in section 62(3) [*director's authority*], if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

Section 26 of the Act stipulates that a tenant must pay rent in accordance with the tenancy agreement; despite any disagreements the tenant may have with their landlord.

In this case the Tenants failed to pay their May 1, 2015 rent and remained in possession of the rental unit until vacating by May 20, 2015. Based on the foregoing, I find there to be sufficient evidence to prove the Landlord's claim as rent was payable on the first of the month. Accordingly, I award the Landlord monetary compensation for May 2015 rent in the amount of **\$1,005.00**.

Section 72(1) of the Act stipulates that the director may order payment or repayment of a fee under section 59 (2) (c) [*starting proceedings*] or 79 (3) (b) [*application for review of director's decision*] by one party to a dispute resolution proceeding to another party or to the director.

The Landlord has succeeded with their application; therefore, I award recovery of the **\$50.00** filing fee, pursuant to section 72(1) of the Act.

**Monetary Order** – This claim meets the criteria under section 72(2)(b) of the Act to be offset against the Tenants' security deposit plus interest as follows:

Unpaid May 2015 Rent	\$1,005.00
Filing Fee	<u>50.00</u>
<b>SUBTOTAL</b>	<b>\$1,055.00</b>
<b>LESS:</b> Security Deposit \$502.50 + Interest 0.00	<u>-502.50</u>
<b>Offset amount due to the Landlord</b>	<b><u>\$ 552.50</u></b>

Conclusion

The Landlord has succeeded with their application and was awarded \$1,055.00 in monetary compensation. The award was offset against the Tenants' security deposit which left a balance due to the Landlord of \$552.50.

The Landlord has been issued a Monetary Order in the amount of **\$552.50**. This Order is legally binding and must be served upon the Tenants. In the event that the Tenants do not comply with this Order it may be filed with the Province of British Columbia 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: August 07, 2015

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Residential Tenancy Branch

