



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, MNDC, MNSD, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for a monetary order for unpaid rent, an order to retain the security deposit in partial satisfaction of the claim and to recover the filing fee for the Application.

Only the Landlord appeared at the hearing. He gave affirmed testimony and was provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me.

The Landlord testified they served the Tenant with the Notice of Hearing and their Application on May 20, 2015, by sending it registered mail. Under the Act documents served this way are deemed served five days later. The Landlord testified that he checked the tracking information with Canada Post and the mail was signed for on May 25, 2015. Therefore, I find the Tenant was duly served in accordance with the Act.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issue(s) to be Decided

Has the Tenant breached the Act or tenancy agreement, entitling the Landlord to monetary relief?

### Background and Evidence

This tenancy began on or about September 15, 2014, with the parties entering into a written tenancy agreement. The monthly rent was set at \$1,350.00 per month and the Tenant paid a security deposit of \$675.00.

The Tenant fell behind in rent and the Landlord obtained an order of possession and a monetary order for rent owing up to April 18, 2015, through the Direct Request process. The file number for the Direct Request process is reproduced on the cover of this Decision for ease of reference.

The Landlord required the services of a Bailiff and the Tenant was evicted on June 5, 2015.

The Landlord now claims for rent owed for May and June of 2015, in the amount of **\$2,700.00**. The Landlord also requests to keep the security deposit. In evidence the Landlord has supplied a copy of a rent ledger.

### Analysis

Based on the above, the undisputed testimony and evidence, and on a balance of probabilities, I find as follows:

I accept the undisputed testimony and the evidence of the Landlord that the Tenant has not paid rent for May and June of 2015.

Under section 26 of the Act, the Tenant must not withhold rent, even if the Landlord is in breach of the tenancy agreement or the Act, unless the Tenant has some authority under the Act to not pay rent. In this situation the Tenant had no authority under the Act to not pay rent.

I find that the Landlord has established a total monetary claim of **\$2,750.00** comprised of \$2,700.00 in rent for May and June, and the \$50.00 fee paid by the Landlord for this application.

I order that the Landlord retain the security deposit of **\$675.00**, in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of **\$2,075.00**. This order must be served on the Tenant and may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

Conclusion

The Tenant failed to pay rent for May and June of 2015. The Landlord may keep the security deposit in partial satisfaction of the claim and is granted a monetary order for the balance due of **\$2,075.00**.

This decision is final and binding on the parties, except as otherwise provided under the Act, and 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: October 28, 2015

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Residential Tenancy Branch

