



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, MNDC, 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. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent - Section 67;
3. A Monetary Order for compensation - Section 67; 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 in person on July 10, 2016 in accordance with Section 89 of the Act. The Tenant did not participate in the conference call hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

### Preliminary Matters

The Landlord states that the Tenant moved out of the unit and returned the keys on August 1, 2016. The Landlord states that the Tenant left belongings and did not clean the unit. As the Landlord has possession of the unit I dismiss the claim for an order of possession. The Landlord is at liberty to speak with the Residential Tenancy Branch to obtain information and make an application for dispute resolution if the Tenant has caused any loss to the Landlord.

The Landlord states that the Tenant wrote his name on the tenancy agreement with the last name first. The Landlord asks that the application be amended to set out the correct order of the Tenant’s name. Given the Landlord’s undisputed evidence and considering that there is no prejudice to the Tenant as the Tenant did not attend the hearing, I find that the application may be amended and I make this change on the Decision and Order to set the Tenant’s name in the correct order.

Issue(s) to be Decided

Is the Landlord entitled to unpaid rent?

Is the Landlord entitled to recovery of the filing fee?

Background and Evidence

The tenancy started on March 1, 2016 and ended on August 1, 2016. Rent of \$800.00 was payable on the first day of each month. At the outset of the tenancy the Landlord collected \$400.00 as a security deposit. The Tenant failed to pay rent for June 2016 and on June 26, 2016 the Landlord served the Tenant with a 10 day notice to end the tenancy for unpaid rent (the "Notice"). The Tenant did not dispute the Notice, did not pay the arrears and July 2016 rent. The Landlord claims unpaid rent and recovery of the filing fee.

Analysis

Section 26 of the Act provides that a tenant must pay rent when it is due under the tenancy agreement. Based on the Landlord's undisputed evidence I find that the Tenant failed to pay rent for June and July 2016 and that the Landlord is therefore entitled to \$1,600.00 in unpaid rent. The Landlord is also entitled to recovery of the \$100.00 filing fee for a total entitlement of **\$1,700.00**. Deducting the security deposit plus zero interest of **\$400.00** from the entitlement leaves **\$1,300.00** owed by the Tenant to the Landlord.

Conclusion

**I order** that the Landlord retain the **deposit** and interest of \$400 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the balance due of **\$1,300.00**. 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: August 26, 2016

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Residential Tenancy Branch

