



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Royal Providence Management  
Vancouver Eviction Services  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR, OPC, MNR, MNDC, 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. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent - Section 67;
3. An Order to retain the security deposit - Section 38;
4. A Monetary Order for compensation - Section 67; and
5. 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 participate in the conference call hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions. The Landlord confirmed that the Tenant has moved out of the unit and an order of possession is no longer required.

### 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

It is unknown whether a written tenancy agreement exists. The tenancy started on February 1, 2015 and ended on September 3, 2016. Rent of \$1,300.00 was payable on the first day of each month. At the outset of the tenancy the Landlord collected \$650.00 as a security deposit. The Tenant failed to pay rent for August 2016 and on August 3, 2016 the Landlord served the Tenant with a 10 day notice to end the tenancy for unpaid rent (the "Notice") by posting the Notice on the door. The Tenant did not dispute the Notice and did not pay the arrears. The Landlord claims only unpaid rent for August 2016.

### Analysis

Section 26 of the Act provides that a tenant must pay the rent when and as provided under the tenancy agreement whether or not the landlord complies with this Act, the regulations or the tenancy agreement.

Although there no written tenancy agreement was provided as evidence I accept that at a minimum an oral tenancy agreement exists. Based on the undisputed evidence of the terms of rent payable and the evidence of unpaid rent, I find that the Landlord is entitled to unpaid rent of \$1,300.00 for August 2016. As the Landlord has been successful with its application I find that the Landlord is also entitled to recovery of the \$100.00 filing fee for a total entitlement of \$1,400.00. Deducting the security deposit plus zero interest of \$650.00 leaves \$750.00 owed by the Tenants to the Landlord.

### Conclusion

**I order** that the Landlord retain the **deposit** and interest of \$650.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the balance due of **\$750.00**. 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: October 13, 2016

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Residential Tenancy Branch

