



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNDC, MNSD, FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("Act") for:

- a monetary order for unpaid rent and for money owed or compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 67;
- authorization to retain the tenant's security and pet damage deposits in partial satisfaction of the monetary order requested, pursuant to section 38; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The tenant did not attend this hearing, which lasted approximately 41 minutes. The landlord attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The landlord said that she had authority to speak on behalf of the landlord owner of the rental unit, as an agent at this hearing. The landlord is also named as a landlord in the parties' written tenancy agreement.

The landlord testified that the tenant was served with the landlord's application for dispute resolution hearing package ("Application") on May 24, 2016 by way of registered mail to the rental unit. The landlord said that the tenant was still living in the rental unit at the time. The landlord provided a Canada Post tracking number verbally during the hearing. In accordance with sections 89 and 90 of the *Act*, I find that the tenant was deemed served with the landlord's Application on May 29, 2016, five days after its registered mailing.

Issues to be Decided

Is the landlord entitled to a monetary award for unpaid rent and for money owed or compensation for damage or loss under the *Act*, *Regulation* or tenancy agreement?

Is the landlord entitled to retain the tenant's security and pet damage deposits in partial satisfaction of the monetary award requested?

Is the landlord entitled to recover the filing fee for this Application from the tenant?

Background and Evidence

The landlord testified regarding the following facts. This tenancy began on April 6, 2013 and ended on May 31, 2016. Monthly rent in the amount of \$1,150.00 was payable on the first day of each month. A security deposit of \$575.00 and a pet damage deposit of \$575.00 were paid by the tenant and the landlord continues to retain both deposits. Both parties signed a written tenancy agreement and the landlord provided a copy for this hearing.

The landlord seeks a monetary order of \$4,315.50 for unpaid rent and strata fines and \$100.00 for the filing fee. The landlord seeks unpaid rent of \$1,150.00 for each of January, February and May 2016, \$100.00 for March 2016 and \$650.00 for April 2016.

The landlord seeks \$94.50 for a strata bylaw fine that the landlord had to pay because the tenant put her items in the wrong storage locker and the lock had to be removed by strata. The landlord also seeks \$21.00 for a strata bylaw fine that the landlord had to pay because the tenant was found on surveillance camera storing oversized furniture in the rental building common area garbage bin and the strata had to remove the items and dispose of it properly. The landlord provided strata letters, invoices and payment confirmation for the above costs.

Analysis

Section 26 of the *Act* requires the tenant to pay rent on the date indicated in the tenancy agreement, which is the first day of each month. Section 7(1) of the *Act* establishes that a tenant who does not comply with the *Act*, *Regulation* or tenancy agreement must compensate the landlord for damage or loss that results from that failure to comply. However, section 7(2) of the *Act* places a responsibility on a landlord claiming compensation for loss resulting from a tenant's non-compliance with the *Act* to do whatever is reasonable to minimize that loss.

I find that the landlord provided undisputed evidence that the tenant failed to pay rent from January to May 2016, totalling \$4,200.00. Therefore, I find that the landlord is entitled to \$4,200.00 in rental arrears from the tenant.

I find that the landlord provided undisputed evidence that the tenant failed to pay strata bylaw fines, which the landlord had to pay on her behalf, because the tenant violated strata bylaws. Therefore, I find that the landlord is entitled to \$115.50 in strata bylaw fines from the tenant.

As the landlord was successful in this Application, I find that she is entitled to recover the \$100.00 filing fee paid for the Application.

The landlord continues to hold the tenant's security and pet damage deposits totalling \$1,150.00. In accordance with the offsetting provisions of section 72 of the *Act*, I allow the landlord to retain the tenant's security and pet damage deposits of \$1,150.00 in partial satisfaction of the monetary award. No interest is payable over this period.

Conclusion

I issue a monetary order in the landlord's favour in the amount of \$3,265.50 against the tenant. The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial 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: November 18, 2016

Residential Tenancy Branch