



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

matter regarding 888 Fairview Ltd c/o Gateway Property Management
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, MNR, OPC, 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. A Monetary Order for unpaid rent - Section 67;
2. An Order of Possession - Section 55;
3. An Order to retain the security deposit - Section 38; and
4. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord's evidence that each 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 Tenants did not attend the hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Preliminary Matter

The Landlord confirmed that an order of possession was obtained through a previous decision referenced on the cover page to this Decision. The Landlord notes that this order has yet to be received and the Tenants remain in the unit. As the matter of possession of the unit has been dealt with and an order of possession of the unit has been granted I dismiss the Landlord's claim for an order of possession.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy started on March 1, 2016. Rent of \$700.00 is payable on the first day of each month. At the outset of the tenancy the Landlord collected \$350.00 as a security deposit. The Tenant failed to pay rent for December 2016 and January 2017. The Landlord claims \$1,400.00.

Analysis

Section 26 of the Act provides that a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement. I note that although the Landlord's application only claims one month's rent it is reasonable in the circumstances to amend the application to include the unpaid rent for January 2017. Based on undisputed evidence of unpaid rent I find that the Landlord is entitled to \$1,400.00.

As the Landlord has been successful I find that the Landlord is also entitled to recovery of the \$100.00 filing fee for a total entitlement of \$1,500.00. Deducting the security deposit plus zero interest of \$350.00 leaves \$1,150.00 owed by the Tenant to the Landlord.

Conclusion

I Order the Landlord to retain the security deposit plus interest of \$350.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the remaining amount of **\$1,150.00**. 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: January 19, 2017

Residential Tenancy Branch

