



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding KALIDAZ ENT. LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR, MNR, MNSD, MNDC, FF

### Introduction

This hearing dealt with a landlord's Application for Dispute Resolution (the "Application") under the Residential Tenancy Act (the "Act") for:

- an order of possession for unpaid rent;
- a monetary order for unpaid rent;
- an order to keep all or part of the pet damage deposit or security deposit;
- a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement; and
- recovery of the filing fee paid for this application from the tenant.

The landlord appeared at the teleconference hearing and gave affirmed testimony. The tenant did not appear at the hearing which lasted 24 minutes. During the hearing the landlord was given a full opportunity to be heard, to present sworn testimony and make submissions. A summary of the testimony is provided below and includes only that which is relevant to the hearing.

As the tenant did not attend the hearing, service of the landlord's Application and Notice of a Dispute Resolution Hearing (the "Notice of Hearing") was considered.

The landlord testified that he served the tenant with a copy of the landlord's Application and Notice of Hearing in person by leaving a copy with the tenant on December 5, 2016. Taking into account the undisputed testimony of the landlord and in accordance with sections 89 of the Act, I find that the tenant has been served with the Notice on December 5, 2016.

### Preliminary and Procedural Matters

At the start of the hearing, the landlord withdrew his application for an order of possession for unpaid rent. The landlord was successful in obtaining an order of possession for unpaid rent after a hearing was heard on December 19, 2016. The file number for the previous hearing is indicated on the cover page for ease of reference. At the previous hearing a finding was made that the 10 Day Notice to End Tenancy was served personally on the tenant on October 27, 2016.

As the landlord was only seeking an amount for unpaid rent, it was not necessary to consider the landlord's claim for a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement.

### Issue(s) to be Decided

- Is the landlord entitled to a monetary order for unpaid rent?
- Is the landlord entitled to keep all or part of the pet damage deposit or security deposit?
- Is the landlord entitled to recover the filing fee paid for this application from the tenant?

### Background and Evidence

The undisputed testimony of the landlord established that a month to month tenancy started on January 15, 2011 pursuant to an oral tenancy agreement. Rent in the amount of \$600.00 is due on the first day of each month. The landlord testified that he received a security deposit in the amount of \$300.00 on January 3, 2011. The landlord testified that by consent, \$200.00 of the security deposit was applied to the tenant's rent for January 2016 leaving a \$100.00 security deposit with the landlord.

The landlord testified that he served the tenant with a 10 Day Notice for Unpaid Rent or Utilities (the "10 Day Notice") on October 27, 2016. As the landlord has withdrawn his application for an order of possession, I find I do not need to consider the 10 Day Notice further, except in regard to the rent money still owed to the landlord from the tenant.

The landlord testified that the tenant did not pay \$200.00 that was due July 1, 2016. The landlord also testified that the tenant did not pay rent in the amount of \$600.00 for each of the months of August, September, October, November and December 2016; and January 2017. The landlord's application is for unpaid rent in the amount of \$3,800.

The landlord testified that the tenant has since made two payments totaling \$700 at the end of December 2016 reducing the landlord's claim by that amount. The landlord is now seeking a monetary order in the amount of \$3,100.00 for unpaid rent as follows:

August 2016 Unpaid Rent	\$ 100.00
September 2016 Unpaid Rent	\$ 600.00
October 2016 Unpaid Rent	\$ 600.00
November 2016 Unpaid Rent	\$ 600.00
December 2016 Unpaid Rent	\$ 600.00
January 2016 Unpaid Rent	\$ 600.00
<b>Total Unpaid Rent</b>	<b>\$3,100.00</b>

The landlord is also requesting to apply the tenant's security deposit in the amount of \$100.00 against the amounts owed by the tenant.

The landlord is also seeking to recover the \$100.00 filing fee paid for this application from the tenant.

### Analysis

Based upon the undisputed evidence of the landlord provided during the hearing, and on the balance of probabilities, I find the following.

As the tenant was served with the dispute resolution hearing package and did not attend the hearing, I consider this matter to be unopposed by the tenant. As a result, I find the landlord's application is fully successful as I find the evidence supports the landlord's claim and is reasonable.

I find that the tenant was required to pay rent in the amount of \$600.00 which was due on the first day of each month. I find that the tenant did not pay rent when it was due for each of the months of August, September, October, November and December 2016; and January 2017. I find that the landlord is entitled to receive a monetary award for unpaid rent owing for each of these months.

As the landlord's application was successful, I also find that the landlord is entitled to recovery of the \$100.00 filing fee from the tenant.

The landlord is requesting to apply the tenant's security deposit in the amount of \$100.00 against the amounts owed by the tenant, which I allow.

Based on the foregoing, the landlord is entitled to a monetary order in the amount of \$3,000 as follows:

August 2016 Unpaid Rent	\$ 100.00
September 2016 Unpaid Rent	\$ 600.00
October 2016 Unpaid Rent	\$ 600.00
November 2016 Unpaid Rent	\$ 600.00
December 2016 Unpaid Rent	\$ 600.00
January 2017 Unpaid Rent	\$ 450.00
Filing Fee	\$ 100.00
Subtotal	\$3,100.00
Less Security Deposit	\$ 100.00
Total	<b>\$3,000.00</b>

### Conclusion

For the reasons given above, the landlord's application seeking a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement is dismissed.

The landlord is granted a monetary order in the amount of \$3,000.00 for unpaid rent which must be served on the tenant as soon as possible. Should the tenant fail to comply with this monetary order, it may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

This decision is final and binding on the parties, unless 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: January 17, 2017

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Residential Tenancy Branch