



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BRIDGEWEST INVESTMENTS
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR MNR MNSD FF

Introduction

This hearing dealt with a landlord's Application for Dispute Resolution under the *Residential Tenancy Act* (the "Act") to obtain an order of possession for unpaid rent or utilities, for a monetary order for unpaid rent or utilities, for authorization to retain all or part of the tenant's security deposit, and to recover the cost of the filing fee.

Two agents for the landlord (the "agents") appeared at the teleconference hearing and gave affirmed testimony. During the hearing the agents were given the opportunity to provide their evidence orally. 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 Notice of a Dispute Resolution Hearing (the "Notice of Hearing"), Application for Dispute Resolution (the "Application") and documentary evidence were considered. The agents testified that the Notice of Hearing, Application and documentary evidence were served on the tenant by personal service on January 17, 2017 at 11:30 a.m. at the rental unit address. The agents affirmed that the tenant accepted the paperwork and vacated the rental unit on January 31, 2017. Based on the above, and without any evidence to prove to the contrary before me, I accept that the tenant was personally served with the Notice of Hearing, Application and documentary evidence on January 17, 2017 as affirmed by the agents.

Preliminary and Procedural Matter

At the outset of the hearing, the agents confirmed that as the tenant vacated the rental unit on January 31, 2017, the landlord was no longer seeking an order of possession. As a result, the order of possession request was withdrawn by the agents and was not considered further as part of the landlord's Application.

Issues to be Decided

- Is the landlord entitled to a monetary order for unpaid rent or utilities, and if so, in what amount?
- What should happen to the tenant's security deposit under the *Act*?

Background and Evidence

A copy of the tenancy agreement was submitted in evidence. A fixed term tenancy began on July 1, 2015 and reverted to a month to month tenancy after July 31, 2015. Monthly rent in the amount of \$850.00 was due on the first day of each month and increased through a rent increase to \$881.00 effective January 1, 2017. The tenant paid a security deposit of \$425.00 at the start of the tenancy, which the landlord continues to hold.

The agents testified that the tenant owes \$2,356.00 as follows in unpaid rent:

1. \$625.00 owing for November 2016
2. \$850.00 owing for December 2016
3. \$881.00 owing for January 2017

The landlord submitted the tenancy agreement, 10 Day Notice, monetary order worksheet, tenant ledger and correspondence in evidence in support of the Application.

Analysis

Based on the undisputed documentary evidence and undisputed testimony provided by the agents during the hearing, and on the balance of probabilities, I find the following.

Claim for unpaid rent – As the tenant was served with the Notice of Hearing, Application and documentary evidence and did not attend the hearing, I find the Application of the landlord to be unopposed by the tenant. The agents testified that the tenant owes \$2,356.00 in rent arrears as described above. Pursuant to section 26 of the *Act*, a tenant must pay rent when it is due in accordance with the tenancy agreement. Based on the above, I find that the tenant has failed to comply with a standard term of the tenancy agreement which stipulates that rent is due monthly on the first of each month. I find the landlord has met the burden of proof and has established a monetary claim of **\$2,356.00** comprised of unpaid rent as claimed.

The landlord is holding a security deposit of \$425.00 which was paid by the tenant at the start of the tenancy and has accrued no interest since the start of the tenancy.

As the landlord has succeeded with their application, I grant the landlord the recovery of the filing fee in the amount of **\$100.00**.

Given the above, I find the landlord has established a total monetary claim of **\$2,456.00** comprised of \$2,356.00 in unpaid rent, plus the recovery of the cost of the \$100.00 filing fee.

Monetary Order – I find that the landlord is entitled to a monetary order and that this claim meets the criteria under section 72(2)(b) of the *Act* to be offset against the tenant's security deposit plus \$0.00 in interest as follows:

ITEM DESCRIPTION	AMOUNT
1. Unpaid rent	\$2,356.00
2. Filing fee	\$100.00
SUBTOTAL	\$2,456.00
<i>(Less tenant's security deposit of \$425.00 including \$0.00 interest)</i>	<i>-(\$425.00)</i>
TOTAL BALANCE OWING BY TENANT TO LANDLORD	\$2,031.00

Given the above, and pursuant to section 72 of the *Act*, I authorize the landlord to retain the tenant's full security deposit of \$425.00 in partial satisfaction of the landlord's monetary claim. The landlord is granted a monetary order under section 67 for the balance owing by the tenant to the landlord in the amount of \$2,031.00.

Conclusion

The landlord's application is fully successful.

The landlord has been authorized to retain the tenant's full security deposit of \$425.00 in partial satisfaction of the landlord's monetary claim. The landlord is granted a monetary order under section 67 for the balance owing by the tenant to the landlord in the amount of \$2,031.00. This order must be served on the tenant and may be filed in the Provincial Court (Small Claims) 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: February 17, 2017

Residential Tenancy Branch