



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR MNSD FF

### Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution, received at the Residential Tenancy Branch on July 28, 2016 (the "Application"). The Landlord applied for the following relief pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for unpaid rent or utilities;
- an order allowing the Landlord to retain all or part of the security deposit; and
- an order granting recovery of the filing fee.

The Landlord attended the hearing on her own behalf and provided affirmed testimony. The Tenants did not attend the hearing.

The Landlord testified the Application package, including the Notice of a Dispute Resolution Hearing and documentary evidence, was initially served on the Tenants by registered mail on August 3, 2016. However, due to an error in the address provided by the Tenants, it was not received. The Landlord obtained the correct address for service from the Tenants and served the Application package to the corrected address by registered mail on August 27, 2016. Pursuant to sections 89 and 90 of the *Act*, documents served in this manner are deemed to be received five days later. I find the Landlord's Application package is deemed to have been received by the Tenants on September 1, 2016.

The Landlord was provided with the opportunity to present evidence orally and in written and documentary form, and to make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issues to be Decided

1. Is the Landlord entitled to a monetary order for unpaid rent or utilities?
2. Is the Landlord entitled to retain all or part of the security deposit?
3. Is the Landlord entitled to an order granting recovery of the filing fee?

### Background and Evidence

The Landlord submitted with her documentary evidence a copy of the tenancy agreement between the parties. It confirms that a month-to-month tenancy began on April 16, 2016, and ended when the Tenants vacated the rental unit on July 13, 2016. Rent in the amount of \$1,300.00 per month was due on or before the first day of each month. The Tenants paid a security deposit of \$650.00, which the Landlord holds pending the outcome of this hearing.

According to the Landlord, the Tenants did not pay rent when due on July 1, 2016. Accordingly, the Landlord issued a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated July 3, 2016 (the "10 Day Notice"). A copy of the 10 Day Notice was included with the Landlord's documentary evidence. The Landlord testified the 10 Day Notice was served on the Tenants by posting a copy to the door of the Tenants' rental unit on July 3, 2016. As noted above, the Tenants vacated the rental unit on July 13, 2016, which was the effective date of the 10 Day Notice. The Landlord testified that no rent payments have been received and confirmed that \$1,300.00 remains outstanding.

The Landlord also requested an order granting recovery of the \$100.00 filing fee paid to make the Application.

### Analysis

Based on the affirmed oral testimony and documentary evidence, and on a balance of probabilities, I find:

Section 26 of the *Act* confirms that a tenant must pay rent when due unless the tenant has a right under the *Act* to deduct all or a portion of rent. In this case, the Landlord provided unchallenged oral testimony and documentary evidence confirming the Tenants did not pay rent when due on July 1, 2016, and have not made any payments since. Accordingly, I find that the Landlord is entitled to a monetary award of \$1,300.00 for unpaid rent for the month of July 2016.

Having been successful, I also find the Landlord is entitled to recover the \$100.00 paid to make the Application.

The Landlord wished to apply the security deposit (\$650.00) in partial satisfaction of the claim, which I allow pursuant to section 72 of the *Act*. Accordingly, pursuant to section 67 of the *Act*, I grant the Landlord a monetary order in the amount of \$750.00, which has been calculated as follows:

<b>Claim</b>	<b>Amount</b>
July 2016 rent:	\$1,300.00
Filing fee:	\$100.00
<i>LESS</i> security deposit:	(\$650.00)
<b>TOTAL:</b>	<b>\$750.00</b>

### Conclusion

The Landlord is granted a monetary order in the amount of \$750.00. This order may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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: February 1, 2017

---

Residential Tenancy Branch