



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, FF, MNR

Introduction

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

- an Order of Possession for unpaid rent pursuant to section 55;
- a monetary order for unpaid rent and for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- authorization to recover his filing fee for this application from the tenants pursuant to section 72.

The tenants did not attend this hearing. The landlord attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

The landlord gave written evidence and sworn oral testimony that copies of the landlord's dispute resolution hearing package were personally served on the tenants on January 18, 2017 in the presence of a witness. The witness was OM and confirmed delivery of said documents. I am satisfied that both tenants were served with the landlord's dispute resolution hearing packages on January 18, 2017,

Preliminary Issue

The landlord advised that the tenants moved out of the unit on February 2, 2017 and left the keys. The landlord advised that he no longer requires an order of possession and withdraws that portion of his application. The landlord advised that the only outstanding matter is the unpaid rent for January and the recovery of the filing fee, the hearing proceeded and completed on that basis.

Issues(s) to be Decided

Is the landlord entitled to a monetary award for unpaid rent?

Is the landlord entitled to recover the filing fee for this application from the tenants?

Background and Evidence

The landlord gave the following undisputed testimony. The tenancy began on or about June 1, 2016. Rent in the amount of \$975.00 is payable in advance on the first day of each month. At the outset of the tenancy the tenants paid a security deposit of \$475.00 which the landlord still holds. The landlord testified that the tenants were late paying the rent four out of six months. The landlord testified that he served the tenants a One Month Notice for Cause on December 31, 2016 for repeatedly late rent payments. The landlord testified that the tenants refused to pay the rent for January despite making numerous requests. The landlord advised that as of today's hearing the amount of unpaid rent is \$975.00.

Analysis

The landlord provided extensive documentation to support his claim. Based on the undisputed evidence provided by the landlord, I am satisfied that the tenants continue to owe the landlord unpaid rent. Although the landlord has not applied to retain the security deposit, using the offsetting provision under Section 72 of the Act, I hereby apply the security deposit against the amount of unpaid rent. The landlord is also entitled to the recovery of the \$100.00 filing fee.

| Item | Amount |
|-----------------------------|-----------------|
| Unpaid January rent | 975.00 |
| Filing fee | 100.00 |
| | |
| | |
| Less Deposits | -475.00 |
| | |
| Total Monetary Order | \$600.00 |

I issue a monetary award in the landlord's favour in the amount of \$600.00

Conclusion

The landlord is granted a monetary order for \$600.00. The landlord may retain the security deposit.

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 09, 2017

Residential Tenancy Branch