



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNR, MNSD, FF

### Introduction

On August 25, 2016, the Landlord submitted an Application for Dispute Resolution for a monetary order for unpaid rent or utilities; to keep the security deposit; and to recover the cost of the filing fee. The matter was set for a conference call hearing.

The Landlord attended the teleconference hearing; however, the Tenant did not. The Landlord provided affirmed testimony that the Tenant was served with the Notice of Hearing by registered mail on September 10, 2016. The Landlord provided the registered mail tracking number as proof of service.

The Landlord testified that the registered mail was sent to the forwarding address that the Tenant provided on August 1, 2016. The Landlord testified that the registered mail was picked up. I find that the Tenant has been duly served with the Notice of Hearing in accordance with sections 89 and 90 of the *Act*.

The Landlord was provided the opportunity to present his evidence orally and in written and documentary form, and to make submissions at the hearing.

### Issues to be Decided

- Is the Landlord entitled to a monetary order to recover unpaid rent?
- Is the Landlord entitled to keep the security deposit towards unpaid rent?
- Is the Landlord entitled to recover the cost of the filing fee?

### Background and Evidence

The Landlord testified that the tenancy began on August 1, 2015, as a one year fixed term tenancy. Rent in the amount of \$1,350.00 was to be paid on the first day of each month. The Tenant paid the Landlord a security deposit of \$675.00. The Landlord provided a copy of the tenancy agreement.

The Landlord testified that the Tenant moved out of the rental unit on August 1, 2016.

The Landlord testified that the Tenant did not pay the rent owing under the tenancy agreement for the following months:

- April 2016, in the amount of \$1,350.00
- May 2016, in the amount of \$1,350.00
- June 2016, in the amount of \$1,350.00
- July 2016, in the amount of \$1,350.00

The Landlord provided a copy of four rent cheques that were returned by the bank due to non-sufficient funds for the above months. The Landlord testified that the Tenant never paid the rent for the four months.

The Landlord seeks a total monetary order in the amount of \$5,400.00.

The Landlord asks to keep the security deposit in the amount of \$675.00 in partial satisfaction of his claim.

The Landlord is seeking to recover the cost the filing fee against the Tenant.

### Analysis

Based on the evidence before me, the testimony of the Landlord, and on a balance of probabilities, I find that the Tenant did not pay the rent owing under the tenancy agreement for four months.

I find that the Landlord is entitled to \$5,400.00 for unpaid rent.

I order that the Landlord can keep the security deposit in the amount of \$675.00 in partial satisfaction of the Landlord's claim.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. I order the Tenant to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution.

I find that the Landlord has established a total monetary claim of \$5,500.00 comprised of \$5,400.00 for rent and \$100.00 for the filing fee. After setting off the security deposit of \$675.00 towards the claim of \$5,500.00, I find that the Landlord is entitled to a monetary order in the amount of \$4,825.00. This monetary order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court. The Tenant is cautioned that costs of such enforcement are recoverable from the Tenant.

### Conclusion

The Landlord has established a monetary claim for unpaid rent and the filing fee in the amount of \$5,500.00. I order that the Landlord can keep the security deposit in the amount of \$675.00 in partial satisfaction of the Landlord's claim for unpaid rent.

I grant the Landlord a monetary order in the amount of \$4,825.00.

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 27, 2017

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Residential Tenancy Branch