



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent - Section 67;
3. An Order to retain the security deposit - Section 38; and
4. An Order to recover the filing fee for this application - Section 72.

The Tenants did not attend the hearing. I accept the Landlord’s evidence that each Tenant was served with the application for dispute resolution and notice of hearing (the “Materials”) by registered mail in accordance with Section 89 of the Act. I note that the Landlord sent the Materials to Tenant AN to an address supplied by Tenant AN. The Landlord served Tenant CB at the dispute address as this Tenant was still in the unit at the time. Section 90 of the Act provides that a document served in accordance with Section 89 of the Act is deemed to be received if given or served by mail, on the 5th day after it is mailed. Given the evidence of registered mail I find that both Tenants are deemed to have received the Materials.

The Landlords were given full opportunity to be heard, to present evidence and to make submissions. The Landlord confirms that both Tenants are now out of the unit and no order of possession is required. The Landlord confirms that it did not claim any lost rental income with this application.

Issue(s) to be Decided

Is the Landlord entitled to unpaid rent?

Is the Landlord entitled to recovery of the filing fee?

Background and Evidence

The tenancy started on December 1, 2016. In mid-January 2017 the Parties entered into a mutual agreement to end the tenancy for February 28, 2017. The Tenants only paid \$800.00 for February 2017 rent and on February 2, 2017 the Landlord served the Tenants with a 10 day notice to end tenancy for unpaid rent with an effective date of February 17, 2017. The Tenants were both moved out of the unit as of March 1, 2017.

The Landlord claims unpaid rent of \$800.00.

Analysis

Section 26 of the Act provides that a tenant must pay rent when it is due under the tenancy agreement. Based on the undisputed evidence of the terms of rent payable and the evidence of unpaid rent, I find that the Landlord is entitled to unpaid rent of **\$800.00** for February 2017. As the Landlord has been successful with its application I find that the Landlord is also entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$900.00**. Deducting the security deposit plus zero interest of **\$800.00** leaves **\$100.00** owed by the Tenants to the Landlord.

Conclusion

I order that the Landlord retain the **deposit** and interest of \$800.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the balance due of **\$100.00**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

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: March 27, 2017

Residential Tenancy Branch