



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNR, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for a monetary order for unpaid rent, for an order to retain the security deposit in partial satisfaction of the claim and to recover the filing fee from the tenant.

The landlord attended the hearing. As the tenant did not attend the hearing, service of the Notice of Dispute Resolution Hearing was considered.

The Residential Tenancy Branch Rules of Procedure states that the respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing.

The landlord testified the Application for Dispute Resolution and Notice of Hearing were sent by registered mail sent on March 3, 2017, a Canada post tracking number was provided as evidence of service.

Section 90 of the Act determines that a document served in this manner is deemed to have been served five days later. I find that the tenant has been duly served in accordance with the Act.

Issues to be Decided

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

Is the landlord entitled to keep the security deposit?

Background and Evidence

On March 17, 2017, the parties were at a dispute hearing. The tenant's application to cancel a notice to end tenancy for unpaid rent was dismissed and the landlord was granted an order of possession based on unpaid rent.

At the hearing on March 17, 2017, the Arbitrator heard evidence on the issue of unpaid rent and made the following finding.

"Based upon the undisputed evidence, I find that the tenant was required to pay rent in the amount of \$615.00 on the first day of each month. Based upon the tenant's own

admission, I find that the tenant did not pay rent for each of the months of December 2016, January 2017, February 2017 and March 2017.”

[Reproduced as written]

The landlord testified that the tenant did not pay the outstanding amount of rent before vacating the rental unit on March 28, 2017. The landlord seeks a monetary order for unpaid rent in the amount of \$2,460.00.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

At the previous hearing the Arbitrator found the tenant failed to pay rent for the above stated months. The tenant has not paid any money toward this amount. I find the tenant breached the Act and the landlord suffered a loss. Therefore, I find the landlord is entitled to recover unpaid rent in the amount of **\$2,460.00**.

I find that the landlord has established a total monetary claim of **\$2,560.00** comprised of unpaid rent and the \$100.00 fee paid by the landlord for this application.

I order that the landlord retain the security deposit of **\$300.00** in partial satisfaction of the claim and I grant the landlord an order pursuant to section 67 of the Act, for the balance due of **\$2,260.00**. This 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 tenant failed to pay rent. The landlord may keep the security deposit in partial satisfaction of the claim. I grant a monetary order for the balance due

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 29, 2017

Residential Tenancy Branch