



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding MULTIPLE REALTY LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes:** MNR, MNSD, FF

### **Introduction**

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for a monetary order for unpaid rent and for the recovery of the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of the claim.

The landlord testified that he served the tenant with the notice of hearing on October 12, 2016, by registered mail, to the forwarding address provided by the tenant. The landlord filed a copy of the tracking slip. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

### **Issues to be decided**

Is the landlord entitled to a monetary order for unpaid rent and the filing fee? Is the landlord entitled to retain the security deposit?

### **Background and Evidence**

The landlord testified that the tenancy started on December 15, 2015 for a fixed term of one year. The monthly rent was \$1,800.00 payable on the first of each month. Prior to moving in the tenant paid a security deposit of \$900.00

The landlord stated that the tenant failed to pay rent on July 01, 2016 and the landlord gave the tenant additional time to make the payment. The tenant did not catch up on rent for July 2016 and in addition failed to pay rent that was due on August 01, 2016. The landlord testified that in early August 2016, he served the tenant with a notice to end tenancy for non-payment of rent in the amount of \$3,600.00.

The landlord stated that he recognised that the tenant was having a hard time paying rent and he agreed to end the fixed term tenancy. On August 20, 2016, the parties entered into a mutual end to tenancy agreement with an effective date of August 31, 2016.

The landlord testified that the tenant moved out without paying the outstanding rent. The tenant provided the landlord with a forwarding address on August 31, 2016. The landlord stated that he had made application to retain the deposit towards unpaid rent in a timely manner but it was dismissed with leave to reapply because the Arbitrator was not satisfied that the tenant was sufficiently served.

The landlord is claiming \$3,600.00 for unpaid rent plus \$100.00 for the filing fee

### **Analysis**

Based on the sworn testimony of the landlord and in the absence of evidence to the contrary, I find that the tenant did not pay rent for July and August 2016 and accordingly the landlord is entitled to \$3,600.00. Since the landlord has proven his case, he is also entitled to the recovery of the filing fee of \$100.00.

Overall the landlord has established a claim of \$3,700.00. I order that the landlord retain the security deposit of \$900.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$2,800.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

### **Conclusion**

I grant the landlord a monetary order of **\$2,800.00**.

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: April 07, 2017

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Residential Tenancy Branch