



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes

MNR MNSD FF

### Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution, dated October 12, 2016 (the "Application"). The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for unpaid rent or utilities;
- an order allowing the Landlord to keep all or part of the security deposit or pet damage deposit; and
- an order granting recovery of the filing fee.

The Landlord attended the hearing on her own behalf and provided affirmed testimony. The Tenants did not attend the hearing.

According to the Landlord, the Application package, including the Notice of a Dispute Resolution Hearing and the documentary evidence, was served on the Tenants by registered mail on October 13, 2016. The Landlord testified that tracking information confirmed the Application package was received by the Tenants on October 14, 2016. I find the Landlord's Application package was duly served on and received by the Tenants on October 14, 2016.

The Landlord was provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

1. Is the Landlord entitled to a monetary order for unpaid rent or utilities?
2. Is the Landlord entitled to an order allowing him to keep all or part of the security deposit or pet damage deposit?
3. Is the Landlord entitled to an order granting recovery of the filing fee?

Background and Evidence

The Landlord testified the tenancy began on or about July 1, 2014, and ended on August 31, 2016. Rent in the amount of \$2,165.00 per month, including utilities, was due on the first day of each month. The Tenants paid a security deposit of \$850.00, which the Landlord holds.

According to the Landlord, the Tenants did not pay rent when due on July 1, 2016. However, in an email dated July 27, 2016, submitted with the Landlord's documentary evidence, the Tenants acknowledged the outstanding rent and proposed to pay July and August 2016 rent on the following schedule:

*1/2 - July 29<sup>th</sup>, 2016*

*Full – August 12<sup>th</sup>, 2016*

*1/2 - August 26<sup>th</sup>, 2016*

[Reproduced as written.]

Although the Tenants made the July 29, 2016, payment as agreed, the Landlord has not received the remaining payments from the Tenants. According to the Landlord, rent in the amount of \$3,247.50 remains outstanding.

The Landlord also sought to recover the \$100.00 filing fee paid to make the Application, and requested that I apply the security deposit held to any monetary award I grant.

### Analysis

Based on the unchallenged affirmed testimony and documentary evidence, and on a balance of probabilities, I find:

Section 26 of the *Act* confirms that a tenant must pay rent when it is due unless the tenant has a right under the *Act* to deduct all or a portion of rent.

In this case, the Landlord testified, and I find, that the Tenants have not paid rent in full for the months of July and August 2016. I am satisfied the Landlord has established a claim for outstanding rent in the amount of \$3,247.50. The Tenants did not attend the hearing to dispute the amount claimed. I find the Landlord is entitled to a monetary award for this amount. Having been successful, I also find the Landlord is also entitled to recover the \$100.00 filing fee paid to make the Application.

The Landlord asked that I apply the security deposit to the monetary award, which I allow. Pursuant to section 67 of the *Act*, I grant the Landlord a monetary order in the amount of \$2,497.50, which has been calculated as follows:

<b>Item</b>	<b>Amount</b>
Outstanding rent (July & August):	\$3,247.50
Filing fee:	\$100.00
<i>LESS</i> security deposit:	(\$850.00)
<b>TOTAL:</b>	<b>\$2,497.50</b>

### Conclusion

The Landlord is granted a monetary order in the amount of \$2,497.50. This order may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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 11, 2017

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Residential Tenancy Branch