



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, FF

Introduction

This is an application brought by the Landlord requesting a monetary order in the amount of \$3475.00, and recovery of his \$100.00 filing fee.

The applicant(s) testified that the respondent(s) were served with notice of the hearing by registered mail that was mailed on October 24, 2016; however the respondent(s) did not join the conference call that was set up for the hearing.

Pursuant to section 90 of the Residential Tenancy Act, documents sent by registered mail are deemed served five days after mailing and therefore it is my finding that the respondent(s) have been properly served with notice of the hearing and I therefore conducted the hearing in the respondent's absence.

All testimony was taken under affirmation.

Issue(s) to be Decided

The issue is whether or not the applicant has established monetary claim against the respondent, and if so in what amount.

Background and Evidence

The applicant testified that this tenancy began on August 1, 2015 with a monthly rent of \$1000.00, due on the first of each month.

The applicant further testified that no security deposit was ever paid.

The applicant further testified that the tenants vacated the rental unit at the end of October 2016. The applicant further stated that, at the end of the tenancy, the tenants had a total of \$3475.00 in rent outstanding, and states that he has provided a ledger that shows all payments received during the 15 month tenancy.

The landlord further testified that the tenants have now subsequently made another \$200.00 payment on January 20, 2017 and therefore the remaining balance is \$3275.00.

The landlord is therefore requesting a monetary order for the outstanding rent and for recovery of his filing fee.

Analysis

This tenancy lasted for 15 months and since the monthly rent was \$1000.00 per month the tenant should have paid a total of \$15,000.00 over the term of the tenancy.

According to the landlords ledger that he supplied for today's hearing the tenants made the following payments and or credits:

Credit from previous tenancy	\$374.25
July 31, 2015	\$500.00
August 28, 2015	\$500.00
September 11, 2015	\$500.00

September 25, 2015	\$500.00
October 9, 2015	\$500.00
October 22, 2015	\$500.00
November 6, 2015	\$500.00
November 20, 2015	\$500.00
Receipt credit	\$150.25
December 4, 2015	\$500.00
January 29, 2016	\$200.00
March 1, 2016	\$1000.00
March 11, 2016	\$600.00
April 8, 2016	\$400.00
April 25, 2016	\$300.00
May 6, 2016	\$200.00
May 19, 2016	\$500.00
June 1, 2016	\$500.00
June 10, 2016	\$300.00
July 1, 2016	\$500.00
July 8, 2016	\$500.00
August 1, 2016	\$500.00
August 5, 2016	\$500.00
September 2, 2016	\$1000.00
September 30, 2016	\$500.00
January 20, 2017	\$200.00
Total	\$12724.50

Therefore the total outstanding is as follows:

15 months rent	\$15,000.00
----------------	-------------

Minus the total amount of rent paid	-\$12,724.50
Total rent still outstanding	\$2275.50

The error made by the landlord, is that the landlord included a \$500.00 security deposit plus a \$500.00 pet deposit as also being outstanding at the top of his ledger; however had those been paid the landlord would have had to return that amount at the end of the tenancy anyway, and therefore they cannot be included in any amounts that are presently outstanding.

Since the landlord has still established a substantial claim against the tenants I will allow the landlords request for recovery of the \$100.00 filing fee.

Conclusion

I have allowed \$2375.50 of the landlords claim and I therefore have issued a monetary order pursuant to sections 67 and 72 of the Residential Tenancy Act, for the respondents to pay \$2375.50 to the applicant.

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: May 01, 2017

Residential Tenancy Branch