



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute codes      MNR FF

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- a monetary order for unpaid rent pursuant to section 67;
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The hearing was conducted by conference call. The tenant did not attend this hearing, although I waited until 1:45 p.m. in order to enable the tenant to connect with this teleconference hearing scheduled for 1:30 p.m. The landlord's agent attended the hearing and was given a full opportunity to provide affirmed testimony, to present evidence and make submissions.

The landlord's agent testified that on October 29, 2016, a copy of the Application for Dispute Resolution and Notice of Hearing was sent to the tenants by registered mail. The landlord provided a registered mail tracking number in support of service. The landlord's agent testified the registered mail package was sent to the tenants to a forwarding address provided by the tenants by e-mail.

Based on the above evidence, I am satisfied that the tenants were deemed served with the Application for Dispute Resolution and Notice of Dispute Resolution Hearing pursuant to sections 89 & 90 of the Act. The hearing proceeded in the absence of the tenants.

### Issues

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

Is the landlord entitled to recover the filing fee for this application from the tenant?

### Background and Evidence

The landlord's agent testified that the tenants viewed the rental unit on October 20, 2016 and paid amount of \$2000.00 to the landlord on this date. The landlord's agent testified that this amount was a rent deposit towards the 1<sup>st</sup> month rent of a six month fixed term lease at \$2200.00 per month beginning November 1, 2016 and ending April 30, 2017. The landlord's agent testified that the parties met again on October 24, 2016 in order to sign the lease and collect the balance of the 1<sup>st</sup> month's rent and the security deposit. The tenants did not agree to a clause in the tenancy agreement and backed out of the lease.

The landlord is claiming loss of rent for the month of November 2016 and testified that due to the tenant backing out of the lease agreement so close to month's end, the landlord was unable to re-rent the unit for November 2016. The landlord's agent testified the landlord was successful in re-renting the unit for December 1, 2016. The landlord's agent advised that the landlord was not seeking any further compensation or the filing fee for this application but just seeking to retain the \$2000.00 "rent deposit".

### Analysis

Pursuant to section 16 of the Act, the rights and obligations of a landlord and tenant under a tenancy agreement take effect from the date the tenancy agreement is entered into, whether or not the tenant ever occupies the rental unit.

I accept the uncontested testimony of the landlord's agent and find that the parties entered into a verbal tenancy agreement on October 20, 2016 when the tenants paid a \$2000.00 "rent deposit" to the landlord. As per this verbal agreement, the tenant was obligated to pay monthly rent in the amount of \$2200.00 beginning on November 1, 2016. I further accept the uncontested testimony of the landlord's agent and find the landlord suffered a loss of rent in the amount of \$200.00 for the month of November 2016 after deducting the \$2000.00 rent deposit paid.

During the hearing, the landlord's agent waived his claim for any further compensation including the filing fee for this application so I make no monetary award in favor of the landlord. The landlord may retain the \$2000.00 "rent deposit" paid on October 20, 2016 in full satisfaction of this claim.

### Conclusion

I make no further monetary award. The landlord may retain the \$2000.00 "rent deposit" paid on October 20, 2016 in full satisfaction of this claim.

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 02, 2017

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Residential Tenancy Branch