



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

OPR, MNR, MNSD, FF

Introduction

On April 28, 2017, the Landlords submitted an Application for Dispute Resolution for an order of possession; for a monetary order for unpaid rent and damage; and to recover the cost of the filing fee. The matter was set for a conference call hearing.

The Landlord L.K. attended the teleconference hearing; however, the Tenant did not. The Landlord provided affirmed testimony that she served the Tenant with the Notice of Hearing in person on April 29, 2017, at the rental unit.

I find that the Tenant has been duly served with the Notice of Hearing in accordance with the Act.

The Landlord was provided the opportunity to present her evidence orally and in written and documentary form, and to make submissions at the hearing.

Preliminary and Procedural Matters

The Landlord testified that the Tenant moved out of the rental unit on April 29, 2017. The Landlord withdraws the request for an order of possession.

On May 17, 2017, the Landlord amended her application to increase the amount of her monetary claim. She testified that she sent the amended application using registered mail to an address that a third party provided to her, as apparently belonging to the Tenant. The Landlord testified that the registered mail was never picked up.

I am not satisfied that the address where the amended application was sent, belongs to the Tenant. The registered mail was never received. I find that the Tenant was not served with the Landlord's amended application. The Landlord's claims within the amended application will not proceed.

The Landlord is granted leave to reapply for her claims for compensation for damage and cleaning of the rental unit.

The Landlord's application proceeded on the request for monetary compensation for unpaid rent within the application served to the Tenant on April 29, 2017.

The Landlord also requested to amend her application to include that she be able to keep the security deposit in partial satisfaction of the claim for unpaid rent.

Issues to be Decided

- Is the Landlord entitled to a monetary order to recover unpaid rent?
- Is the Landlord entitled to keep the security deposit towards unpaid rent?
- Is the Landlord entitled to recover the cost of the filing fee?

Background and Evidence

The Landlord testified that the tenancy began on August 1, 2016, as a month to month tenancy. Rent in the amount of \$800.00 was to be paid on the first day of each month. The Tenant paid the Landlord a security deposit of \$400.00.

The Landlord provided a copy of the tenancy agreement. The Landlord testified that the Tenant moved out of the rental unit on April 29, 2017.

The Landlord testified that the Tenant did not pay the rent due under the tenancy agreement for the months of April 2017, and May 2017.

The Landlord testified that the Tenant still owes rent money for the following months:

- April 2017, in the amount of \$800.00
- May 2017, in the amount of \$800.00

The Landlord requests to keep the security deposit of \$400.00 in partial satisfaction of her claim for unpaid rent.

The Landlord requests to recover the cost of the filing fee for the hearing.

Analysis

Based on the evidence before me, the testimony of the Landlord, and on a balance of probabilities, I make the following findings:

I find that the Tenant was served with the Notice of Hearing and failed to attend the hearing.

I find that the Tenant did not pay the rent that was due under the tenancy agreement for the months of April 2017, and May 2017.

I find that the Tenant owes the Landlord \$1,600.00 for unpaid rent.

I grant the Landlord's request to amend the application to allow her to keep the security deposit of \$400.00 in partial satisfaction of the unpaid rent.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. I order the Tenant to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution.

I find that the Landlord has established a total monetary claim of \$1,700.00 comprised of \$1,600.00 in unpaid rent for the above mentioned dates and the \$100.00 fee paid by the Landlord for this hearing.

After setting off the security deposit of \$400.00 towards the claim of \$1,700.00, I find that the Landlord is entitled to a monetary order in the amount of \$1,300.00. This monetary 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 the rent due under the tenancy agreement. The Tenant owes the Landlord \$1,600.00 for unpaid rent.

I order that the Landlord can keep the security deposit in the amount of \$400.00 in partial satisfaction of the claim for unpaid rent.

The Landlord is granted a monetary order for the unpaid rent and the cost of the filing fee in the amount of \$1,300.00.

The Landlord is granted leave to reapply for compensation on her claims for cleaning and damages.

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 31, 2017

Residential Tenancy Branch