



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNR MNSD MNDC FF

Introduction:

Only the agent of the landlord (hereinafter called 'the landlord') attended the hearing and gave sworn testimony. The landlord stated they served the Application for Dispute Resolution by registered mail to the forwarding address supplied by the tenant but it was returned unclaimed. He said he advised the female tenant by telephone that the Application was available but she chose not to claim it. I find the documents were legally served pursuant to sections 88 and 89 of the Act and deemed to be received pursuant to section 90 of the Act for the purposes of this hearing. The landlord requests pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

- a) A monetary order pursuant to Sections 46 and 67 for unpaid rent;
- b) An Order to retain the security deposit pursuant to Section 38; and
- c) An order to recover the filing fee pursuant to Section 72.

Preliminary Issue:

The landlord requested an amendment to correct a typographical error in the female tenant's name. As supporting evidence, he pointed to the forwarding address given and signed by her showing the correct spelling. The amendment is granted.

Issue(s) to be Decided:

The tenant vacated the unit on March 19, 2017. Has the landlord proved on the balance of probabilities that rent is owed and the amount? Is the landlord entitled to recover filing fees also?

Background and Evidence:

Only the landlord attended the hearing and was given opportunity to be heard, to present evidence and to make submissions. It is undisputed that the tenancy commenced in November 2016, that rent is \$950 a month and a security deposit of \$475 was paid. The landlord provided evidence that the tenant did not pay rent for January, February and March 2017 (\$950x3) and also owed \$100 from December

2016. They request a monetary order for \$2950 for unpaid rent plus the filing fee and to retain the security deposit to offset the amount owing.

In evidence are registered mail receipts, a forwarding address in writing from the tenants and a tenancy agreement. On the basis of the documentary and solemnly sworn evidence presented at the hearing, a decision has been reached.

Analysis

Monetary Order:

The onus is on the applicant to prove on a balance of probabilities their claim. I find the landlord's evidence credible that the tenant owes \$2950 in unpaid rent from December to March 2017 when they vacated. I find the landlord entitled to a monetary order for the unpaid rent plus the filing fee.

Conclusion:

I find the landlord entitled to a monetary order as calculated below and to retain the security deposit to offset the amount owing. I find them entitled to recover filing fees for the application also.

Calculation of Monetary Award:

| | |
|---|----------------|
| Rent arrears Dec. 2016-March 2017 | 2950.00 |
| Filing fees | 100.00 |
| Less security deposit | -475.00 |
| Total Monetary Order to Landlord | 2575.00 |

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: June 06, 2017

Residential Tenancy Branch