



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 an application by the landlord pursuant to the *Residential Tenancy Act* for a monetary order for unpaid rent and the filing fee.

The landlord testified that on March 10, 2017, he served the tenant with the notice of hearing by registered mail and filed a copy of the tracking information. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence.

On July 10, 2017, the landlord amended his application to include filing fees from prior applications and to retain the deposits. The tenancy had ended on March 22, 2017 and the tenant did not provide the landlord with a forwarding address in writing. Therefore even though the landlord served the tenant at her place of business, I find that the tenant was not properly served with the amended application. In any event, the landlord is not entitled to claim filing fees from prior applications.

However, I find that addressing the security and pet deposits during this hearing is not prejudicial to the tenant and accordingly I will allow the landlord's request to include his application to retain the security and pet deposits against any proven monetary claim.

Issues to be decided

Is the landlord entitled to unpaid rent and the filing fee? Is the landlord entitled to retain the security and pet deposits?

Background and Evidence

The landlord testified that the tenancy started on April 01, 2016 and ended on March 22, 2017. The monthly rent was \$3,600.00 per month due on the 1st of each month. Prior to moving in the tenant paid a security deposit of \$1,800.00 and a pet deposit of \$300.00. The tenant failed to pay rent on February 01, 2017. The landlord served the tenant with a notice to end tenancy for non-payment of rent. The tenant did not pay rent and continued to occupy the rental unit. The landlord applied for an order of possession and

was granted one on March 06, 2017. The landlord was also granted a monetary order for rent for February 2017.

The landlord testified that the tenant put a stop payment on her rent cheque for March 2017 and moved out without paying rent for March. The landlord is claiming \$3,600.00 for unpaid rent plus \$100.00 for the recovery of the filing fee.

Analysis

Based on the undisputed testimony of the landlord, I find that the tenant failed pay rent on March 01, 2017. I further find that the landlord is entitled to his claim for unpaid rent. Since the landlord has proven his case, he is also entitled to the recovery of the filing fee of \$100.00.

Overall the landlord has established a claim of \$3,700.00. I order that the landlord retain the security and pet deposits of \$2,100.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$1,600.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord leave to retain the security and pet deposits. I also grant the landlord a monetary order in the amount of \$1,600.00.

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: August 02, 2017

Residential Tenancy Branch