



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF MNR

Introduction

I was designated to hear this matter under section 58 of the *Residential Tenancy Act* (the *Act*). This hearing dealt with the landlord's application for:

- a Monetary Order pursuant to section 67 of the *Act* for unpaid rent and utilities; and
- a return of the filing fee pursuant to section 72 of the *Act*.

While the landlord attended the hearing by way of a conference call, the tenant did not. The landlord was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

The landlord gave sworn testimony that the Landlord's application for dispute was sent to the tenant by way of Canada Post Registered Mail on March 16, 2017. A copy of the Canada Post Tracking Number was provided to the hearing by the landlord. I find that in accordance with sections 88 and 90 of the *Act* the landlord's application was served to the tenant on March 21, 2017, five days after its mailing.

Issue(s) to be Decided

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

Background and Evidence

The landlord provided undisputed testimony that this tenancy began on September 1, 2016 and ended by way of the issuance of an Order of Possession by an arbitrator with the *Residential Tenancy Branch* on March 9, 2017. Rent for the unit was \$2,000.00 per month and a security deposit of \$1,000.00 continues to be held by the landlord.

The landlord explained that he sought a Monetary Order of \$2,270.50 to recover unpaid rent of \$1,250.00 for February 2017, along with \$1,020.50 in unpaid rent for March

2017. The landlord said that he was granted an Order of Possession by an arbitrator on March 9, 2017 based on a valid 10 Day Notice for Unpaid Rent. On March 16, 2017 he was granted a writ of possession issued by the Supreme Court of British Columbia on March 16, 2017. On March 22, 2017 he cancelled this Writ as the tenant had vacated the property without notice.

Analysis

I accept the uncontested evidence offered by the landlord that the tenant has failed to pay \$1,250.00 in rent for February 2017 and that March 2017 rent remains totally unpaid.

Section 7(1) of the *Act* stipulates that, a *tenant* [who] *does not comply with this Act, the regulations or their tenancy agreement must compensate the landlord for damage or loss that results.*

Based on the uncontested testimony of the landlord, I find that the tenant continued to occupy the rental unit after he had been served with an Order of Possession on March 8, 2017. The landlord therefore will be granted compensation reflected in the Monetary Order, pursuant to section 67 of the *Act* for the unpaid rent that remains on the tenancy.

Although the landlord's application does not seek to retain the security deposit for this tenancy, using the offsetting provisions of section 72 of the *Act*, I allow the landlord to retain the tenant's \$1,000.00 security deposit plus applicable interest in partial satisfaction of the monetary award. No interest is payable over this period.

As the landlord was successful in his application, he may recover the \$100.00 filing fee from the tenant.

Conclusion

I am making a Monetary Order of \$1,370.50 in favour of the landlord as follows:

Item	Amount
Partial rent for February 2017	\$1,250.00
Unpaid partial rent for March 2017	1,020.50
Less Security Deposit	(-1,000.00)
Return of Filing Fee	100.00
Total =	1,370.50

The landlord is provided with formal Orders in the above terms. Should the tenant fail to comply with these Orders, these Orders may be filed and enforced as Orders of the Provincial Court of British Columbia.

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 9, 2017

Residential Tenancy Branch