



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the "Act") for Orders as follows:

1. A Monetary Order for unpaid rent - Section 67;
2. A Monetary Order for compensation - Section 67; and
3. An Order to recover the filing fee for this application - Section 72.

The Tenants did not attend the hearing. I accept the Landlord's evidence that each Tenant was served with the application for dispute resolution and notice of hearing (the "Materials") by registered mail on May 3, 2017 in accordance with Section 89 of the Act. Section 90 of the Act provides that a document served in accordance with section 89 of the Act is deemed to be received if given or served by mail, on the 5th day after it is mailed. Given the evidence of registered mail I find that the Tenants are deemed to have received the Materials on May 8, 2017. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to unpaid rent and recovery of the filing fee?

Background and Evidence

The tenancy started under a different landlord on August 1, 2014. Rent of \$1,100.00 was payable on the first day of each month. At the outset of the tenancy the Landlord collected \$550.00 as a security deposit and \$280.00 as a pet deposit. The unit was sold to the Landlord in March 2016 and the tenancy continued on the same terms. The Tenants owed rental arrears of \$100.00 for October 2016, \$1,100.00 for November 2016, \$1,100.00 for December 2016 and failed to pay the rent for January 2017. On January 24, 2017 the Landlord served the Tenants with a 10 day notice to end tenancy for unpaid rent (the "Notice"). The effective date of the Notice was stated as February 9, 2017 and the Tenants moved

out on that date. The Tenants provided their forwarding address by internet site message following which the Landlord made this application. The Landlord claims unpaid rent of \$3,400.00.

Analysis

Section 26 of the Act provides that a tenant must pay the rent when and as provided under the tenancy agreement whether or not the landlord complies with this Act, the regulations or the tenancy agreement. Based on the undisputed evidence of the Landlord I find that the Tenants failed to pay the rent as provided by the tenancy agreement. I find that the Landlord has therefore substantiated an entitlement to **\$3,400.00**. As the Landlord has been successful with its claim I find that the Landlord is also entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$3,500.00**. Deducting the combined security and pet deposit plus zero interest of **\$830.00** leaves **\$2,670.00** owed to the Landlord.

Conclusion

I grant the Landlord an order under Section 67 of the Act for **\$2,670.00**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

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: October 3, 2017

Residential Tenancy Branch