



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding DLJ Holdings Ltd. & RCB Enterprises Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR MNR MNSD MNDC FF

Introduction

This hearing was convened as a result of the landlord's Application for Dispute Resolution. A participatory hearing was held on October 3, 2017. The landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- an order of possession for unpaid rent or utilities;
- a monetary order for unpaid rent or utilities;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38;
- a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement; and,
- to recover the filing fee from the tenant for the cost of this application.

The landlord and his assistant attended the hearing and provided affirmed testimony. The tenant did not attend the hearing. The landlord testified that he hired a process server in order to serve the tenant with the Notice of Hearing package. The process server provided the package to the tenant, in person, on September 2, 2017. I am satisfied that the tenant was properly served with the Notice of Hearing on September 2, 2017.

The landlord stated that he no longer requires an order of possession (the 1st ground listed above), given that the tenant moved out at the end of September, and he requested that his application be amended to reflect this. Further, the agent stated that he does not require a monetary order for money owed or compensation for damage or loss under the *Act* (the 4th ground listed above) at this time because they are still assessing the damage caused by the tenant. In consideration of all of this information, I hereby amend the landlord's application accordingly.

The landlord was provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

1. Is the landlord entitled to a monetary order for unpaid rent or utilities?
2. Is the landlord authorized to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested, pursuant to section 38?
3. Is the landlord entitled to recover the filing fee from the tenant for the cost of this application?

Background and Evidence

The landlord testified that the tenancy began on November 1, 2016. Current rent is \$1,400.00, and is due on the first of the month. The landlord testified that he currently holds a security deposit of \$700.00. The landlord testified that the tenant has failed to pay rent for August or September of 2017.

The landlord provided a copy of the 10 Day Notice to End Tenancy for Unpaid Rent and Utilities (the 10 Day Notice), which was posted to the tenant's door on August 16, 2017. At the top of the 10 Day Notice, the landlord specified that the tenant owed \$1,400.00 in rent at the time the notice was issued. The landlord testified that service of the 10 Day Notice was witnessed by a third party. The landlord testified that the tenant has not paid any money since the 10 Day Notice was issued.

Analysis

Based on the unchallenged affirmed testimony and documentary evidence, and on a balance of probabilities, I find as follows:

Section 26 of the *Act* confirms that a tenant must pay rent when it is due unless the tenant has a right under the *Act* to deduct all or a portion of rent.

With respect to the Landlord's request for a Monetary Order for unpaid rent, I find there is sufficient evidence from the landlord's undisputed documentary evidence and testimony before me to demonstrate that the tenant owes and has failed to pay \$2,800.00 in rent for August and September of 2017.

The landlord requested that they be able to retain the security deposit of \$700.00 to offset the amount of rent owed, and to recover the \$100 filing fee for this application.

Section 72 of the *Act* gives me authority to order the repayment of a fee for an application for dispute resolution. Since the landlord was substantially successful in this hearing, I order the tenant to repay the \$100. Also, pursuant to sections 72 of the *Act*, I authorize that the security

deposit, currently held by the landlord, be kept and used to offset the amount of rent still owed by the tenant. In summary, I grant the monetary order based on the following:

Claim	Amount
Unpaid rent: August and September of 2017	\$2,800.00
Filing fee	\$100.00
Less: Security Deposit currently held by Landlord	(\$700.00)
TOTAL:	\$2,200.00

Conclusion

The landlord is granted a monetary order pursuant to Section 67 in the amount of **\$2,200.00**. This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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 03, 2017

Residential Tenancy Branch