

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes MNR MNSD FF

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- a Monetary Order pursuant to section 67 of the *Act*;
- an Order to retain the security or pet deposit pursuant to section 38 of the *Act*; and
- a return of the filing fee pursuant to section 72 of the *Act*.

Only the landlord and his agent, D.E. (the "landlord") attended the hearing. The landlord was given a full opportunity to be heard, to present testimony and to make submissions.

The landlord explained that individual copies the landlord's application for dispute resolution and evidentiary package were sent to the tenants by way of Canada Post Registered Mail on July 17, 2017. As part of the evidentiary package, copies of the Canada Post Registered Mail receipts were provided to the hearing. Pursuant to section 88, 89 & 90 the *Act*, the tenants are deemed to have been served with these documents on July 22, 2017.

### Issue(s) to be Decided

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

Can the landlord retain the tenants' security deposit against money owed?

Is the landlord entitled to a return of the filing fee?

### Background and Evidence

Undisputed testimony provided by the landlord explained that this tenancy began on September 1, 2016 and ended by way of a mutual agreement on July 31, 2017. Rent was \$1,290.00 per month and a security deposit of \$625.00 continues to be held by the landlord.

The landlord said that on July 7, 2017 the parties attended arbitration before the *Residential Tenancy Branch*. At this arbitration the parties agreed to mutually end the tenancy on July 31, 2017. In the decision, it is noted that the issue of unpaid rent remained unresolved and that the landlord was free to pursue the matter at a later date.

At the hearing, the landlord provided undisputed testimony that rent remained unpaid for June and July 2017. The landlord sought a monetary award in satisfaction for this unpaid rent of \$1,290.00.

### Analysis

Section 7 of the *Act* explains, "If a tenant does not comply with this Act, the regulations or their tenancy agreement, the non-complying tenant must compensate the other for damage or loss that results."

Based on the undisputed testimony presented at the hearing, I find that rent remains unpaid for June and July 2017. The landlord is entitled to recover of this rent, under section 7 of the *Act*. The landlord may recover the entire amount sought in their application for a monetary award.

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

Using the offsetting provisions contained in section 72 of the *Act*, the landlord is entitled to retain the tenants' security deposit as partial relief against the monetary award issued.

### Conclusion

I issue a Monetary Order of \$2,055.00 in favour of the landlord as follows:

Item	Amount
Unpaid Rent for June 2017	\$1,290.00
Unpaid Rent for July 2017	1,290.00
Recovery of Filing Fee	100.00
Less Return of Security Deposit	(-625.00)
<b>Total =</b>	<b>\$2,055.00</b>

The landlord is provided with a Monetary Order in the above terms and the tenants must be served with this Order as soon as possible. Should the tenants fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial 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: November 1, 2017

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Residential Tenancy Branch