



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding RE/MAX DAWSON CREEK REALTY CHETWYND
1450045 ALBERTA LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, FF

Introduction

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

- a Monetary Order for unpaid rent pursuant to section 67; and
- authorization to recover the filing fee for this application from the tenants pursuant to section 72.

The tenants did not attend this hearing, which lasted approximately 10 minutes. The corporate landlord was represented by its agent (the "landlord") who was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The landlord testified that the landlord's application for dispute resolution dated July 13, 2017 was served on both the corporate and personal tenants by registered mail sent to an address provided by the tenant on July 24, 2017. The landlord submitted copies of the Canada Post tracking numbers for the hearing packages as evidence of service. I find that the tenants were deemed served in accordance with sections 88, 89 and 90 of the *Act* on July 29, 2017, five days after mailing.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Is the landlord entitled to recover the filing fee for this application from the tenants?

Background and Evidence

The landlord provided undisputed testimony regarding the following facts. This month-to-month tenancy began in December, 2016. The monthly rent was \$1,200.00 payable on the first of each month. A security deposit of \$600.00 was paid at the start of the tenancy and is still held by the landlord.

The landlord testified that the tenant gave notice of their intention to end the tenancy on June 1, 2017. The landlord said that the tenant moved out of the rental unit during June, 2017 but failed to pay any rent for that month. The landlord said the amount owing for the tenancy is \$1,200.00.

Analysis

The landlord provided undisputed evidence at this hearing, as the tenant did not attend. I find that the tenant was obligated to pay the monthly rent in the amount of \$1,200.00 on June 1, 2017. I accept the landlord's undisputed evidence that the tenant failed to pay the rent for June, 2017 and total amount of arrears for this tenancy is \$1,200.00.

Accordingly, I issue a monetary award in the landlord's favour for unpaid rent of \$1,200.00 as at the date of the hearing, pursuant to section 67 of the *Act*.

As the landlord's application was successful, the landlord is also entitled to recovery of the \$100.00 filing fee for the cost of this application.

In accordance with sections 38 and the offsetting provisions of 72 of the *Act*, I allow the landlord to retain the tenants' security deposit of \$600.00 in partial satisfaction of the monetary award issued in the landlord's favour.

Conclusion

I issue a monetary order in the landlord's favour in the amount of \$700.00 under the following terms, which allows the landlord to recover unpaid rent and the filing fee for their application:

Item	Amount
Unpaid Rent June, 2017	\$1,200.00
Filing Fees	\$100.00
Less Security Deposit	-\$600.00
Total Monetary Order	\$700.00

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: January 16, 2018

Residential Tenancy Branch