



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNR, MND, MNSD, FF

### Introduction

This hearing was convened in response to a review consideration decision rendered, pursuant to section 79 of the *Residential Tenancy Act* (the “Act”), on January 03, 2018, to reconsider a decision issued through the Residential Tenancy Branch on December 20, 2017, in which neither party attended.

The landlord was granted a review hearing as it was determined in the review decision of January 03, 2018 that;

*Upon consultation, I confirm that the landlord indeed called into the hearing at 1:29 p.m. and again at 1:40 p.m. and that an anomaly prevented the hearing from advancing. I find there is sufficient evidence to establish that the landlord was unable to attend the original hearing due to circumstances that could not be anticipated and were beyond their control.*

This review hearing dealt with the landlord’s Application for Dispute Resolution (the Application) pursuant to the *Act* for:

- a monetary order for unpaid rent and for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- 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; and
- authorization to recover the filing fee for this application from the tenant pursuant to section 72 of the *Act*.

The tenants did not attend this hearing, although I waited until 9:42 a.m. in order to enable the tenant to connect with this teleconference hearing scheduled for 9:30 a.m. The landlord attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

Rules 7.1 and 7.3 of the Rules of Procedure provides as follows:

**Commencement of the hearing** - The hearing must commence at the scheduled time unless otherwise decided by the arbitrator. The arbitrator may conduct the hearing in the absence of a party and may make a decision or dismiss the application, with or without leave to re-apply.

The landlord testified that she sent each tenant a copy of the notice of this review hearing and all the evidence by registered mail on January 10, 2018. The landlord provided copies of the Canada Post Tracking Numbers to confirm these registered mailings. In accordance with sections 88, 89 and 90 of the *Act*, I find that the tenants were deemed served with the notice of this hearing and evidence on January 15, 2018, the fifth day after their registered mailing.

#### Issues(s) to be Decided

Is the landlord entitled to a monetary award for unpaid rent and for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement?

Is the landlord entitled to authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested?

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

#### Background and Evidence

The landlord gave written evidence that this tenancy began on April 30, 2017, with a monthly rent of \$2,500.00 due on the first day of each month. The landlord testified that they continue to retain a security and pet deposit in the amount of \$2,500.00.

A copy of a signed 10 Day Notice dated June 06, 2017, identifying \$2,500.00 in rent owing for this tenancy, with an effective date of June 16, 2017, was included in the landlord's evidence.

A copy of the Condition Inspection Report was also provided in evidence on which the tenants have provided their forwarding address, but have not signed. The Condition Inspection Report indicates unpaid rent for June 2017 in the amount of \$2,500.00, \$25.00 for light bulbs and \$25.00 in Non-Sufficient Fee (NSF) charges for each of February 2017 and April 2017.

A copy of a receipt from a hardware store was provided in evidence for \$25.94 in light bulbs.

The landlord gave undisputed affirmed testimony that the tenants moved out of the rental unit sometime on or about June 15, 2017, but did not pay the monthly rent for that month. The landlord stated that they are seeking the unpaid rent for June 2017 in the amount of \$2,500.00, NSF charges in the amount of \$50.00 and \$25.00 for the replacement of light bulbs for a total monetary claim of \$2,575.00. The landlord also submitted that they are seeking to retain the security deposit and recover the filing fee for this Application.

### Analysis

Section 26 of the *Act* requires a tenant to pay rent to the landlord, regardless of whether the landlord complies with the *Act*, regulations or tenancy agreement, unless the tenant has a right to deduct all or a portion of rent under the *Act*.

Section 7(c) of the *Residential Tenancy Regulations* allows for a landlord to recover a service fee charged by their financial institution.

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party. Based on the undisputed written evidence and affirmed testimony, I find the landlord is entitled to a monetary award of \$2,575.00 for unpaid rent owing for this tenancy for June 2017, \$50.00 for NSF fees and \$25.00 for the replacement of light bulbs.

Pursuant to section 72 of the *Act*, I allow the landlord to retain the tenants' security deposit plus applicable interest in partial satisfaction of the monetary award. No interest is payable over this period.

As the landlord has been successful in this application, I also allow them to recover their \$100.00 filing fee from the tenants.

### Conclusion

Pursuant to section 67 of the *Act*, I grant a monetary Order in the landlord's favour under the following terms, which allows the landlord to recover unpaid rent, to retain the tenant's security deposit and to recover the filing fee:

Item	Amount
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Unpaid June 2017 Rent	\$2,500.00
NSF fees for February 2017 and April 2017	50.00
Light bulb replacement	25.00
Less Security Deposit	-2,500.00
Filing Fee for this Application	100.00
<b>Total Monetary Order</b>	<b>\$175.00</b>

The landlord is provided with this Order in the above terms and the tenant(s) must be served with this Order as soon as possible. Should the tenant(s) fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as Orders 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: February 16, 2018

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Residential Tenancy Branch