



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR MNR MNDC MNSD FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("the Act") for: an Order of Possession for Unpaid Rent pursuant to section 55; a monetary order for unpaid rent and any other loss pursuant to section 67; authorization to retain all or a portion of the tenant's security deposit pursuant to section 38; and authorization to recover the filing fee from the tenant pursuant to section 72.

The tenant did not attend this hearing, although I waited until 1:44 p.m. in order to enable the tenant to connect with this teleconference hearing scheduled for 1:30 pm. The landlord was represented by 3 people who attended the hearing. All were given a full opportunity to be heard, to present sworn testimony, and to make submissions.

The landlord JL testified that the landlord's Application for Dispute Resolution package with Notice of Hearing and documentary evidence was sent to the tenant at her current address by registered mail on August 12, 2017. The landlord testified that the tenant and her mother had contacted her to provide her mother's address as a contact address. A copy of the registered mail receipt was submitted. Given the undisputed testimony of the landlord and the documentary evidence regarding service of the ADR, I find that the tenant was deemed served with the landlord's ADR on August 17, 2017.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent and any other damager or loss? Is the landlord entitled to retain all or a portion of the tenant's security deposit against any monetary amount? Is the landlord entitled to recover the filing fee?

Background and Evidence

This tenancy began on May 20, 2016 as a one year fixed term tenancy. After the end of the fixed term, the tenancy continued on a month to month basis. The tenant's rental amount of \$995.00 was payable on the first of each month. The landlord testified that, near the end of the tenancy, the tenant's monthly rent was reduced to \$895.00. The landlord testified that she

continues to hold a \$497.50 security deposit paid by the tenant at the outset of the tenancy. This landlord originally sought a monetary amount of \$3655.00. After calculating payments made by the tenant, the landlord sought to recover an amount for unpaid rent by the tenant totalling \$1796.32 and to retain the tenant's security deposit towards that amount. The landlord also sought to recover the filing fee for this application.

The landlord testified that the tenant paid her rent in full and on time until November 2016. At that time, the landlord testified that the tenant began to have difficulty making her full rental payment. She testified that the tenant arranged payment agreements with the landlord in an attempt to address her rental arrears but she was unable to make all of the payments in full. The landlord testified that the tenant's rent was reduced by \$100.00 at the beginning of 2017.

The landlord testified that the tenant vacated the rental unit on July 30, 2017 after the landlord issued a 10 Day Notice to End the Tenancy for Unpaid Rent. The landlord testified that, after the tenant vacated the rental unit, she continued to make payments to her outstanding rental amounts.

The landlord submitted a copy of the notice to end tenancy to show that rental arrears had continued to accrue during the tenancy. The landlord submitted a copy of a rent payment ledger in relation to the tenant's rent payments during her tenancy. The landlord verbally submitted a breakdown of the tenant's rental payments after the end of her tenancy.

The landlord did not seek to recover any award for other damages or loss – only the tenant's unpaid rental arrears, retention of the security deposit and recovery of the filing fee.

Analysis

I accept the undisputed evidence of the landlord. Three separate individuals appeared on behalf of the landlord to confirm the testimony provided at this hearing. The landlord described compassionate attempts to address the tenant's inability to fulfill her obligations regarding the payment of rent pursuant to section 26 of the Act.

Based on the undisputed testimony and documentary evidence submitted by the landlord, I find that the landlord is entitled to receive an order for unpaid rent in the amount of \$1796.32 as provided in a breakdown in the rental ledger and in consideration of the ongoing payments made by the tenant. As I find that the landlord has proven that the tenant continues to owe rental arrears, I am issuing the attached monetary order that includes the landlord's application for \$1796.32 in unpaid rent.

In accordance with section 72 of the Act, I find that the landlord is entitled to retain the tenant's \$497.50 security deposit plus any applicable interest towards the outstanding rent. No interest is payable for this period. And, as the landlord was successful in this application, the landlord is entitled to recover the filing fee for this application.

Conclusion

I issue a monetary Order in favour of the landlord as follows:

Rental Arrears (minus tenant payments)	\$1796.32
Less Security Deposit (no interest is payable)	-497.50
Recovery of Filing Fee	100.00
Total Monetary Award	\$1398.82

The landlords are provided with this monetary Order in the above terms and the tenant must be served with this Order as soon as possible. Should the tenant 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: February 09, 2018

Residential Tenancy Branch