



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CAPREIT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MNSD, FF

Introduction

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

- a monetary order for unpaid rent, pursuant to section 67;
- authorization to retain the tenants' security deposit, pursuant to section 38; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The two tenants did not attend this hearing, which lasted approximately 14 minutes. The landlord's agent ("landlord") attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The landlord testified that both tenants were separately served with a copy of the landlord's application for dispute resolution hearing package on January 13, 2018, by way of registered mail to the rental unit address where the tenants were still residing until January 31, 2018. The landlords provided two Canada Post receipts and tracking numbers with this application. In accordance with sections 89 and 90 of the *Act*, I find that both tenants were deemed served with the landlord's application on January 18, 2018, five days after their registered mailings.

Issues to be Decided

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

Is the landlord entitled to retain the tenants' security deposit?

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

Background and Evidence

The landlord testified regarding the following facts. This tenancy began on April 1, 2017 and ended on January 31, 2018. Monthly rent in the amount of \$2,300.00 and parking in the amount of \$100.00, were both payable on the first day of each month. A security deposit of \$1,150.00 was paid by the tenants and the landlord continues to retain this deposit. A written tenancy agreement was signed by both parties and a copy was provided for this hearing.

The landlord seeks a monetary order of \$10,728.00 for unpaid rent and parking charges from September 1, 2017 to January 31, 2018 and the \$100.00 filing fee paid for this application. The landlord testified that the tenants failed to pay \$1,163.00 in rent and \$100.00 in parking for September 2017, \$2,165.00 in rent and \$100.00 in parking for October 2017, and \$2,300.00 in rent and \$100.00 in parking for each month of November 2017, December 2017 and January 2018. The landlord provided a rent and parking ledger to show what was charged and paid by the tenants during this tenancy as well as a monetary order worksheet.

Analysis

Section 7(1) of the *Act* establishes that tenants who do not comply with the *Act*, *Residential Tenancy Regulation* or tenancy agreement must compensate the landlord for damage or loss that results from that failure to comply. However, section 7(2) of the *Act* places a responsibility on a landlord claiming compensation for loss resulting from tenants' non-compliance with the *Act* to do whatever is reasonable to minimize that loss.

The landlord provided undisputed evidence that the tenants failed to pay rent and parking charges totalling \$10,728.00 from September 1, 2017 to January 31, 2018, inclusive. I find that the tenants were residing in the rental unit during the above time period and that rent of \$2,300.00 and parking of \$100.00 were due each month as per the parties' written tenancy agreement and addendum. I accept the landlord's rent ledger and testimony confirm that the tenants only made partial payments towards rent and parking and that they owe the above amount as indicated. Accordingly, I find that the landlord is entitled to \$10,728.00 in unpaid rent and parking charges from the tenants for the period from September 1, 2017 to January 31, 2018.

The landlord continues to retain the tenants' security deposit of \$1,150.00. No interest is payable on the deposit during the period of this tenancy. In accordance with the

offsetting provisions of section 72 of the *Act*, I order the landlord to retain the tenants' entire security deposit of \$1,150.00 in partial satisfaction of the monetary award.

As the landlord was successful in this application, I find that it is entitled to recover the \$100.00 filing fee from the tenants.

Conclusion

I issue a monetary order in the landlord's favour in the amount of \$9,678.00 against the tenants. 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: March 09, 2018

Residential Tenancy Branch