



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes                      FFL, MNDCLS, MNRLS, OPM

### 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 for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67; and
- authorization to recover his filing fee for this application from the tenants pursuant to section 72.

The tenant did not attend this hearing; 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.

The landlords gave sworn oral testimony that copies of the landlord's dispute resolution hearing package and evidence was personally served to the tenant on February 5, 2018. In accordance with section 89 of the *Act*, I am satisfied that the tenant was served with the landlord's dispute resolution hearing package and evidence.

At the outset of the hearing the landlord advised that the tenant moved out of the unit on February 10, 2018 and no longer require an order of possession, accordingly, I dismiss that portion of their application.

### Issues(s) to be Decided

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

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

### Background and Evidence

The landlords gave the following undisputed testimony. The tenancy began on or about March 1, 2016. Rent in the amount of \$1000.00 is payable in advance on the first day of each month.

The tenant paid a \$500.00 security deposit that the landlord still holds. The tenant failed to pay rent in the month(s) of January and February. The landlord attempted to resolve the matter peacefully with the tenant, but to no avail. The landlords advised that the tenant vacated the unit on February 10, 2018 and did not provide a forwarding address. The landlords testified that the unit was left dirty and damaged. The landlords request \$2000.00 in unpaid rent and the \$100.00 filing fee.

### Analysis

Based on the undisputed evidence provided by the landlord, I am satisfied that the tenants continue to owe the landlord unpaid rent. Although the landlord has not applied to retain the security deposit, using the offsetting provision under Section 72 of the Act, I hereby apply the security deposit against the amount of unpaid rent. I issue a monetary award in the landlord's favour in the amount of \$1600.00

The landlords have been successful in their claim as follows:

<b>Item</b>	<b>Amount</b>
Unpaid January 2018 Rent	\$1000.00
Unpaid February 2018 Rent	1000.00
Filing fee	100.00
Less Deposit	-500.00
<b>Total Monetary Order</b>	<b>\$1600..00</b>

### Conclusion

The landlords are granted a monetary order for \$1600.00. The landlords may retain the security deposit. 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 05, 2018

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**Residential Tenancy Branch**