



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNDC, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent - Section 67;
3. A Monetary Order for compensation - Section 67; and
4. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution and notice of hearing in person on February 22, 2018. This service was witnessed by a 3rd party. The Tenant did not participate in the conference call hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions. The Landlord confirms that the Tenant has moved out of the unit and that the Landlord no longer requires an order of possession.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy started on November 1, 2017. Rent of \$875.00 is payable on the first day of each month. At the outset of the tenancy the Landlord collected \$437.50 as a security deposit and \$437.50 as a pet deposit. The Tenant failed to pay rent for

February 2018 and on February 2, 2018 the Landlord served the Tenant with a 10 day notice to end the tenancy for unpaid rent (the "Notice") by posting the Notice on the door. The Notice indicates that the Tenant failed to pay rent of \$800.00. The Tenant did not dispute the Notice and did not pay the outstanding rent indicated on the Notice. The Tenant moved out of the unit on March 2, 2018. The Landlord claims unpaid rent of \$800.00. The Landlord confirms that he is not seeking any other compensation with his application and seeks recovery of the \$100.00 filing fee paid for his application.

Analysis

Section 26 of the Act provides that a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement. Based on the Landlord's undisputed evidence of the terms of rent payable and the non- payment of rent I find that the Landlord is entitled to **\$800.00** as claimed. As the Landlord's monetary claim has met with success I find that the Landlord is also entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$900.00**.

Section 72(2)(b) provides that where payment of any amount from a tenant to a landlord is ordered, the amount may be deducted from any security deposit or pet damage deposit due to the tenant. Deducting the combined security and pet deposit plus zero interest of **\$875.00** from the entitlement of **\$900.00** leaves **\$25.00** owed by the Tenant to the Landlord.

Conclusion

I order that the Landlord retain the security and pet **deposit** plus interest of \$875.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the balance due of **\$25.00**. If necessary, this order may be filed in the Small Claims 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: May 02, 2018

Residential Tenancy Branch