



# Dispute Resolution Services

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## Residential Tenancy Branch Office of Housing and Construction Standards

A matter regarding David Burr Ltd.  
and [tenant name suppressed to protect privacy]

### **DECISION**

Dispute Codes MNR, MNDC, MNSD, OPR, 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. A Monetary Order for unpaid rent - Section 67;
2. A Monetary Order for compensation - Section 67;
3. An Order to retain the security deposit - Section 38;
4. An Order of Possession - Section 55; and
5. An Order to recover the filing fee for this application - Section 72.

The Tenant did not attend the hearing. I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution and notice of hearing (the “Materials”) by registered mail on March 9, 2018 in accordance with Section 89 of the Act. Section 90 of the Act provides that a document served in accordance with section 89 of the Act is deemed to be received if given or served by mail, on the 5th day after it is mailed. Given the evidence of registered mail I find that the Tenant is deemed to have received the Materials on March 14, 2018. 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 has possession of the unit. I therefore dismiss the claim for 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, 2016 and the Tenant moved out of March 31, 2018. At the onset of the tenancy rent of \$650.00 was payable on the first day of each month and the Landlord collected \$325.00 as a security deposit. In October 2017 the Landlord served the Tenant with a notice of rent

increase to \$676.00 on the approved form to be effective February 1, 2018. The Tenant failed to pay rent for January and February 2018 and on February 13, 2018 the Landlord served the Tenant with a 10 day notice to end tenancy for unpaid rent of \$1,326.00 due February 1, 2018 (the "Notice") by posting the Notice on the door. The Tenant did not pay the arrears on the Notice and did not pay rent for March 2018. The Landlord claims unpaid rent.

#### Analysis

Section 26 of the Act provides that a tenant must pay the rent when and as provided under the tenancy agreement whether or not the landlord complies with this Act, the regulations or the tenancy agreement. Based on the undisputed terms of the rent payable, the rental increase and the Tenant's non-payment of rent for January, February and March 2018 I find that the Landlord is entitled to **\$2,002.00** (\$650.00 + 676.00 + 676.00). As the Landlord's application had merit I find that the Landlord is also entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$2,102.00**. Deducting the security deposit plus zero interest of **\$325.00** from the entitlement leaves **\$1,777.00** owed by the Tenant to the Landlord.

#### Conclusion

I Order the Landlord to retain the security deposit plus interest of \$325.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the remaining amount of **\$1,777.00**. 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 24, 2018

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Residential Tenancy Branch