



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL, MNDCL, FFL

Introduction

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

- a Monetary Order for unpaid rent, pursuant to sections 26 and 67;
- a Monetary Order for damage or compensation under the *Act*, pursuant to section 67; and
- repayment of the filing fee pursuant to section 72.

The tenant did not attend this hearing, although I left the teleconference hearing connection open for 16 minutes in order to enable the tenant to call into this teleconference hearing scheduled for 1:30 p.m. The landlord attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the landlord and I were the only ones who had called into this teleconference.

The landlord testified that she served the tenant the notice of dispute resolution package by registered mail on December 20, 2017. The landlord provided the Canada Post Tracking Number to confirm this registered mailing. I find that the tenant was deemed served with this package on December 25, 2017, five days after its mailing, in accordance with sections 89 and 90 of the *Act*.

Issue(s) to be Decided

1. Is the landlord entitled to a Monetary Order for unpaid rent, pursuant to sections 26 and 67 of the *Act*?
2. Is the landlord entitled to a Monetary Order for damage or compensation under the *Act*, pursuant to section 67 of the *Act*?
3. Is the landlord entitled to repayment of the filing fee, pursuant to section 72 of the *Act*?

Background and Evidence

While I have turned my mind to the documentary evidence and the testimony of both parties, not all details of their respective submissions and arguments are reproduced here. The relevant and important aspects of the tenant's and landlord's claims and my findings are set out below.

The landlord provided undisputed testimony that this periodic tenancy began on September 1, 2017 and ended on December 5, 2017. Monthly rent in the amount of \$1,200.00 was payable on the first day of each month. A security deposit was not paid. A written tenancy agreement was not signed by either party.

The landlord testified that the tenant moved out of the rental property on December 5, 2017 without notice to the landlord. The landlord testified that the tenant did not pay rent for December 2017.

The landlord is seeking the following monetary award:

Item	Amount
December Rent	\$1,200.00
Security Deposit	\$600.00
Filing Fee	\$100.00
TOTAL	\$1,900.00

Analysis

Section 26(1) of the *Act* states that a tenant must pay rent when it is due under the oral tenancy agreement. I find that the tenant was obligated to pay the monthly rent in the amount of \$1,200.00 on December 1, 2017 which he failed to do. Pursuant to section 67 of the *Act*, I find that the tenant owes the landlord \$1,200.00 in unpaid rent.

Section 20 of the *Act* states that a landlord must not require a security deposit at any time other than when the landlord and the tenant enter into the tenancy agreement.

The landlord is seeking a Monetary Order in the amount of \$600.00 for the security deposit that the tenant was supposed to pay at the beginning of the tenancy. Pursuant to section 20 of the *Act*, the landlord is prohibited from collecting the security deposit at any time other than when the landlord and the tenant entered into the tenancy agreement. Therefore, I dismiss the landlord's claim for damage or compensation under the *Act* with leave to reapply.

As the landlord was successful in her application, I find that she is entitled to recover the \$100.00 filing fee for this application from the tenant.

Conclusion

I issue a monetary Order in the landlord's favour in the amount of \$1,300.00 against the tenant. The landlord is provided with a 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: July 12, 2018

Residential Tenancy Branch