



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, OPR, MNRL, FF

Introduction

This hearing was convened in response to an application by the Tenant and an application by the Landlord pursuant to the *Residential Tenancy Act* (the "Act").

The Tenant applied on June 5, 2018 for:

1. An Order cancelling a notice to end tenancy - Section 46; and
2. An Order to recover the filing fee for this application - Section 72.

The Landlord applied on June 20, 2018 for:

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

The Tenant did not attend the hearing to pursue its application. I therefore dismiss the Tenant's application. The Landlord was given full opportunity to be heard, to present evidence and to make submissions. I accept the Landlord's evidence that the Tenant was served with the application for dispute resolution and notice of hearing in person on June 20, 2018 in accordance with Section 89 of the Act. The Tenant has moved out of the unit and the Landlord no longer requires an order of possession.

Issue(s) to be Decided

Is the Landlord entitled to unpaid rent?

Is the Landlord entitled to recovery of the filing fee?

Background and Evidence

The tenancy started on July 1, 2016. Rent of \$1,400.00 was payable on the first day of each month. At the outset of the tenancy the Landlord collected \$700.00 as a security deposit and \$700.00 as a pet deposit. The Tenant failed to pay rent for June 2018 and on June 2, 2018 the Landlord served the Tenant with a 10 day notice to end tenancy for unpaid rent (the "Notice") by posting the Notice on the

door. The Notice sets out unpaid rent of \$1,400.00 due June 1, 2018. The Tenant has not paid this rent and moved out of the unit on or about June 25, 2018. The Landlord claims unpaid rent.

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. Section 7 of the Act provides that where a tenant does not comply with the tenancy agreement, the tenant must compensate the landlord for damage or loss that results. Based on the undisputed evidence of the amount of rent payable and the amount of unpaid rent I find that the Landlord has substantiated an entitlement to **\$1,400.00** in unpaid rent. As the Landlord's application had merit I find that the Landlord is entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$1,500.00**. Deducting the combined security and pet plus zero interest of **\$1,400.00** from the entitlement leaves **\$100.00** owing to the Landlord.

Conclusion

I order that the Landlord retain the **deposit** and interest of \$1,400.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the balance due of **\$100.00**. 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: July 26, 2018

Residential Tenancy Branch