



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, MNSD, FF

### Introduction

This matter dealt with an application by the Landlord for a Monetary Order for unpaid rent, to retain the Tenants' security deposit and to recover the filing fee for this proceeding.

The Landlord said she served the Tenants with the Application and Notice of Hearing (the "hearing package") by registered mail on August 10, 2018. The Landlord provided a Canada post receipt and tracking information to support the service of documents. Based on the evidence of the Landlord, I find that the Tenants were served with the Landlord's hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenants absence.

### Issues(s) to be Decided

1. Are there rent arrears and if so, how much?
2. Is the Landlord entitled to compensation for unpaid rent and if so how much?
3. Is the Landlord entitled to keep the Tenants' security deposit?

### Background and Evidence

This tenancy started on February 1, 2018 as a month to month tenancy. Rent was \$800.00 per month payable in advance of the 1<sup>st</sup> day of each month. The Tenant paid a security deposit of \$400.00 at the start of the tenancy. The Landlord said the Tenants abandoned the unit on or about August 24, 2018.

The Landlord said that the Tenant did not pay \$800.00 of rent for each month of June, July and August, 2018. As well the Landlord said the Tenants left the rental unit in an unclean state, bailiffs were called to assist the Landlord and there is damage to the unit. The Landlord said they will apply for damages in the future, but for this application

the Landlord is requesting \$2,400.00 in unpaid rent, to retain the security deposit as partial payment of the rent and to recover the filing fee of \$100.00.

### Analysis

Section 26 says 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, unless the tenant has a right under this Act to deduct all or a portion of the rent.

The Tenants did not give the Landlords proper notice to end the tenancy and the Tenants do not have the right under the Act to withhold part or all of the rent; therefore I find the Tenants are responsible for the rent of \$800.00 for each month of June, July and August, 2018 in the amount of \$2,400.00.

As the Landlord has been successful in this matter, she is also entitled to recover from the Tenants the \$100.00 filing fee for this proceeding. I order the Landlord pursuant to s. 38(4) and s. 72 of the Act to keep the Tenants' security deposit in partial payment of the rent arrears. The Landlord will receive a monetary order for the balance owing as following:

	Rent arrears:	\$ 2,400.00
	Recover filing fee	\$ 100.00
	Subtotal:	\$ 2,500.00
Less:	Security Deposit	\$ 400.00
	Subtotal:	\$ 400.00
	Balance Owing	\$ 2,100.00

Conclusion

A Monetary Order in the amount of \$2,100.00 has been issued to the Landlord. A copy of the Order must be served on the Tenants: the Monetary Order may be enforced in the Provincial (Small Claims) Court of British Columbia.

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: September 24, 2018

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Residential Tenancy Branch