



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

<u>Dispute Codes</u>	Landlord:	OPR MNR FF
	Tenant:	CNR ERP RP FF

Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the parties under the *Residential Tenancy Act* (the “*Act*”).

The Landlord’s Application for Dispute Resolution was made on August 23, 2018 (the “Landlord’s Application”). The Landlord applied for the following relief, pursuant to the *Act*:

- an order of possession for unpaid rent or utilities;
- a monetary order for unpaid rent or utilities; and
- an order granting recovery of the filing fee.

The Tenant’s Application for Dispute Resolution was made on August 3, 2018 (the “Tenant’s Application”). The Tenant applied for the following relief, pursuant to the *Act*:

- an order cancelling a notice to end tenancy for unpaid rent or utilities;
- an order that the Landlord make emergency repairs for health or safety reasons;
- an order that the Landlord make repairs to the unit, site, or property; and
- an order granting recovery of the filing fee.

The Landlord attended the hearing at the appointed date and time, and provided affirmed testimony. The Tenant did not attend the hearing. Accordingly, the Tenant’s Application is dismissed, without leave to reapply.

The Landlord testified the Landlord's Application package was served on the Tenant by registered mail on two occasions on August 25 and 29, 2018. Canada Post registered mail receipts were submitted in support. Pursuant to section 89 and 90 of the *Act*, documents served by registered mail are deemed to be received 5 days later. I find the Tenant is deemed to have received the Landlord's Application package on August 30, 2018.

The parties were provided with the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure and to which I was referred. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Preliminary and Procedural Matters

The Landlord testified the Tenant abandoned the rental unit without providing notice as required under the *Act*. This was confirmed by the Landlord on September 3, 2018, which was the first opportunity the Landlord had to view the rental unit. At that time, the Landlord observed that the Tenant's valuables had been removed from the rental unit. Accordingly, an order of possession is not required. This aspect of the Landlord's application has not been considered further in this Decision.

Issues

1. Is the Landlord entitled to a monetary order for unpaid rent or utilities?
2. Is the Landlord entitled to recover the filing fee?

Background and Evidence

A copy of the tenancy agreement between the parties was submitted into evidence. It indicated the tenancy began on June 1, 2018. Rent in the amount of \$1,440.40 per month is due on or before the first day of each month. The Tenant paid a security deposit of \$720.20, which the Landlord holds.

The Landlord testified the Tenant did not pay rent when due on August 1 or September 1, 2018. Currently, rent in the amount of \$2,880.80 is outstanding.

The Landlord also sought to recover the filing fee paid to make the Landlord's Application, and requested that I apply the security deposit held to the rent due.

The Tenant did not attend the hearing to dispute the Landlord's evidence.

Analysis

Based on all of the above, the evidence and unchallenged testimony, and on a balance of probabilities, I find as follows.

Section 26 of the *Act* confirms that a tenant must pay rent when due under a tenancy agreement, whether or not the landlord complies with the *Act*, the regulations or the tenancy agreement, unless the tenant has a right under the *Act* to deduct all or a portion of the rent.

I find the Tenant did not pay rent when due on August 1 and September 1, 2018, and the rent in the amount of \$2,880.80 remains outstanding. Having been successful, the Landlord is entitled to recover the \$100.00 filing fee. Further, as requested by the Landlord, I order that the security deposit held be applied to the rent owed.

Pursuant to section 67 of the *Act*, I grant the Landlord a monetary order in the amount of \$2,260.60, which has been calculated as follows:

Claim	Amount
Unpaid rent:	\$2,880.80
Filing fee:	\$100.00
LESS security deposit:	(\$720.20)
TOTAL:	\$2,260.60

The Tenant's Application is dismissed, without leave to reapply.

Conclusion

The Tenant's Application is dismissed, without leave to reapply.

The Landlord is granted a monetary order in the amount of \$2,260.60. The monetary order may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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

Residential Tenancy Branch