



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNRL FFL

### Introduction

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

- a Monetary Order for unpaid rent pursuant to section 67; and
- authorization to recover the filing fee for this application from the tenants pursuant to section 72.

The tenants did not attend this hearing, which lasted approximately 15 minutes. The landlord attended and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The landlord testified that the landlord's application for dispute resolution dated February 1, 2018 was served on the tenant personally on that date. Based on the landlord's undisputed testimony, I find that the tenants were served with the landlord's application for dispute resolution on February 1, 2018 in accordance with section 89 of the Act.

### Issue(s) to be Decided

Is the landlord entitled to a monetary award as claimed?

Is the landlord entitled to recover the filing fee for this application from the tenant?

### Background and Evidence

The landlord provided undisputed evidence regarding the following facts. This periodic tenancy began in June, 2017. The monthly rent was \$1,200.00 payable on the first of each month. The landlord collected a security deposit of \$550.00 at the start of the tenancy and still holds that amount.

The tenant gave notice to end the tenancy on January 29, 2018 and vacated the premises on February 3, 2018. The tenants did not pay any rent for the month of February, 2018. The landlord seeks a monetary award of \$1,200.00 for the rent for that month.

### Analysis

Pursuant to section 45 of the *Act* a tenant may give notice to end a periodic tenancy on a date no earlier than one month after the landlord receives the notice and on the date before the day in the month when rent is due.

In accordance with section 26 of the *Act*, a tenant must pay rent when it is due.

By providing the landlord notice to end the tenancy on January 29, 2018 the effective date of the notice was February 28, 2018. The tenants were still obligated to pay the full monthly rent for February, 2018.

I accept the undisputed evidence of the landlord that monthly rent was \$1,200.00 and that the tenants failed to make any payment for February, 2018. Accordingly, I find that the landlord is entitled to a monetary award in the amount of \$1,200.00 for unpaid rent for February, 2018.

As the landlord's application was successful, the landlord is entitled to recover the filing fee of \$100.00 from the tenants.

In accordance with sections 38 and the offsetting provisions of 72 of the *Act*, I allow the landlord to retain the tenant's \$550.00 security deposit in partial satisfaction of the monetary award issued in the landlord's favour.

### Conclusion

I issue a monetary order in the landlord's favour in the amount of \$750.00 which allows the landlord to recover unpaid rent for the month of February, and the filing fee for their application.

The tenant must be served with this Order as soon as possible. Should the tenants 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: September 11, 2018

---

Residential Tenancy Branch