



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL-S, 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 section 67;
- authorization to retain all or a portion of the tenants' security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover the filing fee for this application from the tenants pursuant to section 72.

The tenants did not participate in the conference call hearing, which lasted approximately 10 minutes. The landlord's agent (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. The landlord confirmed she was an agent of the landlord's company named in this application, and had authority to speak on its behalf.

The landlord testified that each tenant was served with a copy of the application and the hearing package on March 16, 2018 by registered mail. The landlord provided the Canada Post tracking numbers into oral evidence to verify this method of service; these numbers are detailed on the front page of this Decision. Based on the undisputed evidence before me, I find that each tenant was served pursuant to sections 89 and 90 of the *Act*.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent?

Is the landlord authorized to retain all or a portion of the tenants' security deposit?

Is the landlord authorized to recover the filing fee for this application from the tenants?

Background and Evidence

The landlord testified that this tenancy began on March 15, 2016 on a fixed term until February 28, 2018 at which time the tenancy ended. Rent in the amount of \$2,000.00 was payable on the first of each month. The tenants remitted a security deposit in the amount of \$1,000.00 at the start of the tenancy, which the landlord still retains in trust.

On August 26, 2017 the parties amended the tenancy agreement, reducing the rent from \$2,000.00 to \$1,600.00. The parties agreed rent would be paid biweekly in \$800.00 increments. The landlord seeks a monetary order of \$2,400.00 for unpaid rent between November 17, 2017 and February 28, 2018. The landlord claimed that the tenant paid \$3,200.00 in rent for the four above months.

The landlord is also seeking to recover the \$100.00 filing fee for this application from the tenant.

Analysis

Section 26 of the *Act* requires the tenant to pay rent on the date indicated in the tenancy agreement. Section 7(1) of the *Act* establishes that a tenant who does not comply with the *Act, Regulation* or tenancy agreement must compensate the landlord for damage or loss that results from that failure to comply.

I find that the landlord proved that the current rent for this unit is \$1,600.00. I find the landlord provided undisputed evidence that the tenants failed to pay full rent between November 17, 2017 and February 28, 2018. Therefore, I find that the landlord is entitled to \$2,400.00 in rent. As the landlord was successful in this application, I find that the landlord is entitled to recover the \$100.00 filing fee paid for the application, for a total award of \$2,500.00.

In accordance with the offsetting provisions of section 72 of the *Act*, I allow the landlord to retain the security deposit in the total amount of \$1,000.00 in partial satisfaction of the monetary award and I grant an order for the balance due \$1,500.00.

Conclusion

I issue a monetary order in the landlord's favour in the amount of \$1,500.00 against the tenants.

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: October 04, 2018

Residential Tenancy Branch