



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding LORVAL DEVELOPMENTS LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNRL - S

Introduction

This hearing dealt with the landlord's application for a Monetary Order for unpaid rent and authorization to retain the tenant's security deposit. The landlord's agent appeared at the hearing; however, there was no appearance on part of the tenant. The landlord's agent testified that he served the tenant with the hearing documents in person at the rental unit address on March 21, 2018 in the presence of a witness. The landlord had the tenant sign to acknowledge receipt of the documents and that document was submitted as proof of service. I was satisfied the tenant was duly served with notification of this proceeding and I continued to hear from the landlord without the tenant present.

Issue(s) to be Decided

1. Has the landlord established an entitlement to recover unpaid rent from the tenant, as claimed?
2. Is the landlord authorized to retain the tenant's security deposit?

Background and Evidence

The one year fixed term tenancy started on December 1, 2017. The tenant was required to pay a security deposit of \$1,350.00 and a pet damage deposit of \$325.00; and rent in the amount of \$2,700.00 on the first day of every month.

The cheques the tenant wrote for the deposits and the December 2017 rent were dishonoured. The tenant paid \$2,700.00 to the landlord on December 22, 2017 and the landlord applied \$1,350.00 to the security deposit and \$1,350.00 toward rent for December 2017. On February 19, 2018 the tenant paid the landlord \$5,400.00 and the landlord applied \$1,350.00 to the outstanding rent of \$1,350.00 for December 2017;

\$2,700.00 as rent for January 2018 rent; and, \$1,350.00 toward rent for February 2018. The tenant made no further payments to the landlord and vacated the rental unit at the end of March 2018.

The landlord seeks to recover unpaid rent of \$1,350.00 for the month of February 2018 and \$2,700.00 for the month of March 2018.

The landlord provided a copy of the tenancy agreement; the tenant's ledger account; and, the landlord's banking statements to demonstrate the tenant's cheques had bounced.

Analysis

Under section 26 of the Act, a tenant is required to pay rent when due in accordance with their tenancy agreement, even if the landlord has violated the Act, regulations or tenancy agreement, unless the tenant has a legal right to withhold rent. I was not presented any information to suggest the tenant had a legal right to withhold rent.

I accept the evidence before me that the tenant was required to pay rent of \$2,700.00 on the first day of every month and the tenant failed to pay the full amount of rent for February 2018 and did not pay any rent for the month of March 2018. Therefore, I find the landlord entitled to recover unpaid rent as claimed in the sum of \$4,050.00.

I also award the landlord recovery of the \$100.00 filing fee paid for this application.

I authorize the landlord to retain the tenant's \$1,350.00 security deposit in partial satisfaction of the rent owed to the landlord.

In light of the above, the landlord is provided a Monetary Order to serve and enforce upon the tenant, calculated as follows:

Unpaid Rent: February 2018	\$1,350.00
Unpaid Rent: March 2018	2,700.00
Filing fee	100.00
Less: security deposit	<u>(1,350.00)</u>
Monetary Order	\$2,800.00

Conclusion

The landlord is authorized to retain the tenant's security deposit and is provided a Monetary Order for the balance of \$2,800.00 to serve and enforce upon the tenant.

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 12, 2018

Residential Tenancy Branch