



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** FFL MNRL-S

### **Introduction**

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

- a monetary order for unpaid rent and utilities pursuant to section 67; and
- authorization to recover the filing fee for this application, pursuant to section 72 .

While the landlord's agent, SB ("landlord"), attended the hearing by way of conference call, the tenant did not. The landlord was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The landlord testified that the tenant was served with the landlord's application for dispute resolution hearing package and evidence by way of registered mail on September 5, 2018 to the forwarding address provided by the tenant. The landlord testified that the address was confirmed by way of a phone call before the package was sent. The landlord provided a Canada Post tracking numbers during the hearing. In accordance with sections 88, 89 and 90 of the *Act*, I find that the tenant was deemed served with the landlord's application and evidence on September 10, 2018, five days after its registered mailing.

### **Issue(s) to be Decided**

Is the landlord entitled to monetary compensation for unpaid rent or for money owed?

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

### **Background and Evidence**

The landlord testified regarding the following facts. This month-to-month tenancy began on November 15, 2017 with monthly rent in the amount of \$1,069.00, payable on the

first day of each month. The landlord collected a security deposit in the amount of \$534.00 for this tenancy, which the landlord still holds.

The landlord served the tenant with a 10 Day Notice on August 8, 2018 indicating an effective move-out date of August 28, 2018, as the tenant failed to pay the rent for June, July, and August of 2018. The landlord testified that the tenant has not paid any rent since the 10 Day Notice was issued, and moved out on August 18, 2018. The total outstanding rent is \$3,207.00.

### **Analysis**

**Section 26** of the Act, in part, states as follows:

#### ***Rules about payment and non-payment of rent***

**26 (1)** *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 landlords provided undisputed evidence that the tenant failed to pay the outstanding rent in the amount of \$3,207.00 for this tenancy. Therefore, I find that the landlord is entitled to \$3,207.00 in outstanding rent for this tenancy.

The landlord continues to hold the tenant's security deposit of \$534.00. In accordance with the offsetting provisions of section 72 of the Act, I order the landlord to retain the tenant's security deposit in partial satisfaction of the monetary claim.

As the landlord was successful in their application, I find that they are entitled to recover the filing fee for this application.

### **Conclusion**

I issue a \$2,773.00 Monetary Order in favour of the landlord under the following terms, which allows the landlord to recover unpaid rent, plus the filing fee, and also allows the landlord to retain the tenant's security deposit:

<b>Item</b>	<b>Amount</b>
Unpaid Rent for June 2018	\$1,069.00

Unpaid Rent for July 2018	1,069.00
Unpaid Rent for August 2018	1,069.00
Less Security Deposit	-534.00
Recovery of Filing Fee for this Application	100.00
<b>Total Monetary Order</b>	<b>\$2,773.00</b>

The tenant(s) must be served with this Order as soon as possible. Should the tenant(s) 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: January 14, 2019

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Residential Tenancy Branch