



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding IRONCLAD PROPERTIES INC. and  
[tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      FFL MNRL-S

### Introduction

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

- a Monetary Order for unpaid rent pursuant to section 67;
- authorization to retain the security deposit pursuant to section 38; and
- authorization to recover the filing fee for this application from the tenants pursuant to section 72.

The tenant did not attend this hearing, which lasted approximately 10 minutes. The corporate landlord was represented by their agent (the "landlord") who 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 testified that the landlord's application for dispute resolution dated October 16, 2018 was sent to the tenant by registered mail on October 19, 2018. The landlord provided a Canada Post tracking number as evidence of service. Based on the evidence, I find that the tenant was deemed served with the landlord's application for dispute resolution and evidence in accordance with sections 88, 89 and 90 of the Act on October 24, 2018, five days after mailing.

### Issue(s) to be Decided

Is the landlord entitled to 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 testimony. The parties signed a tenancy agreement for a fixed-term tenancy scheduled to begin on October 1, 2018. The monthly rent was \$1,780.00 payable on the first of each month beginning with October 1, 2018. The tenant paid a security deposit of \$850.00 which is still held by the landlord. The tenancy agreement provides that a late fee of \$25.00 applies for all rent not paid by the first.

The tenant failed to pay the rent for October 1, 2018. The landlord testified that the balance of the arrear for this tenancy is \$1,795.00.

### Analysis

The landlord provided undisputed evidence at this hearing, as the tenant did not attend. I find that the tenant was obligated to pay the monthly rent in the amount of \$1,780.00. I accept the landlord's undisputed evidence that the total amount of arrears for this tenancy is \$1,795.00. I issue a monetary award in the landlords' favour for unpaid rent and late fees of \$1,795.00 as at February 12, 2019, the date of the hearing, pursuant to section 67 of the *Act*.

As the landlord's application was successful, the landlord is also entitled to recovery of the \$100.00 filing fee for the cost of this application.

In accordance with sections 38 and the offsetting provisions of 72 of the *Act*, I allow the landlord to retain the tenant's security deposit currently being held of \$850.00 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 \$945.00, which allows the landlord to recover unpaid rent and the filing fee for their application and retain the security deposit for this tenancy.

The tenant must be served with this Order as soon as possible. Should the tenant 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: February 12, 2019

---

Residential Tenancy Branch