



# 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 landlords' application pursuant to the *Residential Tenancy Act* (the "**Act**") for:

- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38;
- a monetary order for unpaid rent in the amount of \$6,300.00 pursuant to section 67; and
- authorization to recover their filing fee for this application from the tenant pursuant to section 72.

The tenant did not attend this hearing, although I left the teleconference hearing connection open until 1:45 pm in order to enable the tenant to call into this teleconference hearing scheduled for 1:30 pm. The landlords attended the hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the landlords and I were the only ones who had called into this teleconference.

The landlords testified that the tenant was served the notice of dispute resolution form and supporting evidence via registered mail on January 18, 2019. The landlord provided a Canada Post tracking number, which is reproduced on the cover of this decision, confirming this mailing. I find that the tenant to be deemed served with this package on January 23, 2019, five days after the landlords mailed it, in accordance with sections 89 and 90 of the Act.

### Issue(s) to be Decided

Are the landlords entitled to:

- retain the tenant's security deposit in partial satisfaction of the monetary order requested;
- a monetary order for unpaid rent; and
- recover their filing fee for this application from the tenant?

### Background and Evidence

While I have considered the documentary evidence and the testimony of the landlords, not all details of his submissions and arguments are reproduced here.

The relevant and important aspects of the landlords' claims and my findings are set out below.

The landlords gave affirmed, undisputed testimony that:

- The parties entered into a one-year fixed-term tenancy agreement starting February 1, 2018. Monthly rent was \$2,100.00. The tenant paid the landlords a security deposit of \$1,050.00, which the landlords still retain. The tenancy ended on January 31, 2019.
- The tenant attempted to end the tenancy in October 2018, but was advised by the landlords that she had entered into a fixed-term lease. The tenant continued to reside until mid-January 2019.
- The tenant failed to pay month rent for the months of November and December 2018, and January 2019, for a total of \$6,300.00.
- The tenant has not provided the landlords with her forwarding address.

The landlords entered into evidence, among other things, a copy of the tenancy agreement and an email chain between them and the tenant. In this email chain, the landlords make repeated demands for payment of rent, and the tenant acknowledges that rent has not been paid for November and December 2018. All except the final email in the chain (which is from one of the landlords) were sent in 2018, and accordingly, does not contain confirmation from the tenant that rent is owed for January 2019.

### Analysis

I accept the landlords' undisputed testimony in its entirety. I find that the parties entered into a fixed-term tenancy ending January 31, 2018. I find that the tenant resided at the rental property until mid-January, 2019, and that the tenancy agreement ended on

January 31, 2019. I find that the tenant was obligated to pay the landlords monthly rent in the amount of \$2,100.00, and that she failed to do so for the months of November 2018, December 2018, and January 2019.

Section 26 of the Act requires that a tenant pay rent when it is due under the tenancy agreement. By not paying monthly rent as set out above the tenant breached this section of the Act and the tenancy agreement.

Accordingly, pursuant to sections 7 of the Act, I find that the landlords are entitled to compensation from the tenant for damages suffered as the result of her breach in the amount of \$6,300.00.

Pursuant to section 72(2) of the Act, I order that the landlords may retain the security deposit of \$1,050.00 in partial satisfaction of the amount owed by the tenant.

As the landlords have been successful in their application, pursuant to section 72(1), they are entitled to recover their filing fee from the tenant.

### Conclusion

Pursuant to sections 67 and 72 of the Act, I find that the landlords are entitled to a monetary order in the amount of \$5,350.00, representing:

Unpaid rent	\$6,300.00
Filing fee	\$100.00
Credit for security deposit	-\$1,050.00
<b>Total</b>	<b>\$5,350.00</b>

Should the tenant fail to comply with this order, this order may be filed in, and enforced as an order of, the Small Claims Division of the Provincial 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: March 12, 2019

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Residential Tenancy Branch