Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: FFL MNDCL-S MNRL-S

Introduction

This hearing dealt with the landlords' 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;
- a monetary order for damage to the unit, site, or property, money owed or compensation for loss under the *Act*, regulation or tenancy agreement pursuant to section 67; and
- authorization to recover the filing fee for this application, pursuant to section 72 .

While the landlord RG 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 personally served with the landlord's application for dispute resolution hearing package and evidence on December 5, 2018. In accordance with section 89 of the *Act*, I find that the tenant duly deemed served with the landlord's application and evidence on December 5, 2018.

Issue(s) to be Decided

Are the landlords entitled to monetary compensation for unpaid rent or for money owed?

Are the landlords 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 August 15, 2016, with monthly rent in the amount of $1,000.00 payable on the 15th day of each month. The landlord collected a security deposit in the amount of $500.00

for this tenancy, and still holds that deposit. This tenant moved out on December 17, 2018 after being served with an Order of Possession dated November 19, 2018.

The landlords had issued the tenant a 10 Day Notice for Unpaid Rent on October 24, 2018 for unpaid rent in the amount of $7,300.00. The landlord testified that the tenant has still not paid the outstanding rent. The landlord is seeking a monetary order for this amount, but indicated that he would be withdrawing his monetary claim for bailiff costs.

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 landlord provided undisputed evidence that the tenant failed to pay the outstanding rent in the amount of $7,300.00. Therefore, I find that the landlords are entitled to $7,300.00 in outstanding rent for this tenancy.

The landlords continue to hold the tenant's security deposit of $500.00. In accordance with the offsetting provisions of section 72 of the *Act*, I order the landlords to retain the tenant's security deposit in partial satisfaction of the monetary claim.

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

Conclusion
I issue a $6,900.00 Monetary Order in favour of the landlords under the following terms, which allows the landlords to recover unpaid rent, plus the filing fee, and also allows the landlords to retain the tenant's security deposit:

Item	Amount
Unpaid Rent	$7,300.00
Less Security Deposit	-500.00

Recovery of Filing Fee for this Application	100.00
Total Monetary Order	**$6,900.00**

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.

The landlord withdrew the remaining portion of his monetary claim.

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 26, 2019

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Residential Tenancy Branch