



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL-S, FFL

Introduction

This hearing dealt with the Landlord's adjourned Application filed under the *Residential Tenancy Act*, (the "Act"), for a monetary order for unpaid rent, permission to retain the security deposit and pet damage deposit (the "Deposits"), and to recover the cost of the filing fee for this application. The matter was set for a conference call.

The Landlord attended the hearing and was affirmed to be truthful in his testimony. As the Tenants did not attend the hearing, service of the Notice of Dispute Resolution Hearing documentation was considered. Section 59 of the *Act* and the Residential Tenancy Branch Rules of Procedure states that the respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing. I noted that these proceedings were the continuation of an adjourned hearing from March 19, 2019, and that the Notice of Dispute Resolution Hearing documentation and the Interim decision form the previous hearing, had been served to the Tenants by the Residential Tenancy Branch, on March 22, 2019. I find that the Tenants had been duly served in accordance with the *Act*.

The Landlord was provided with the opportunity to present his evidence orally and in written and documentary form, and to make submissions at the hearing.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

Issues to be Decided

- Is the Landlord entitled to monetary compensation for unpaid rent?
- Is the Landlord entitled to retain the deposits for this tenancy?
- Is the Landlord entitled to recover the filing fee for this application?

Background and Evidence

The Landlord testified that the tenancy began on May 15, 2018, and that rent in the amount of \$1,600.00 due on the fifteenth day of each month. The Landlord also testified that he is holding an \$800.00 security deposit and \$800.00 pet damage deposit for this tenancy.

The Landlord testified that the Tenants moved out of the rental unit on December 13, 2018. The Landlord testified that, as of the date of this hearing, the Tenants had not paid the rent for June, July, August, September, October, November 2018.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

I accept the undisputed testimony of the Landlord that the Tenants failed to pay the rent for June, July, August, September, October, and November 2018. I find that the Landlord is entitled to a Monetary Order for unpaid rent for June, July, August, September, October, and November 2018, in the amount of \$9,600.00. I grant permission for the Landlord to retain the security deposit for this tenancy in partial satisfaction of this award.

Section 72 of the *Act* gives me the authority to order the repayment of a fee for an application for dispute resolution. As the Landlord has have been successful in his application, I find that the Landlord is entitled to recover the \$100.00 filing fee paid for this application.

I grant the Landlord a monetary order of \$8,100.00, consisting of \$9,600.00 in outstanding rent, \$100.00 for the recovery of the filing fee for this hearing, less the \$800.00 security deposit and the \$800.00 pet damage deposit that the Landlord is holding for this tenancy.

Conclusion

I find for the Landlord under sections 67 and 72 of the Act and grant the Landlord a **Monetary Order** in the amount of **\$8,100.00**. The Landlord is provided with this Order in the above terms, and the Tenants must be served with this Order as soon as possible. Should the Tenants 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: April 5, 2019

Residential Tenancy Branch