



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: MNR MNSD FF

### **Introduction:**

The tenant did not attend this hearing, although I left the teleconference hearing connection open until 1:52 p.m. in order to enable the tenant to call into this teleconference hearing scheduled for 1:30 p.m. on April 9, 2019. The authorized representative for the landlord (hereinafter called 'the landlord') attended the hearing and gave sworn testimony. He was given a full opportunity to be heard, to present sworn 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 landlord's representative and I were the only ones who had called into this teleconference.

The landlord provided evidence that they served the 10 Day Notice to End Tenancy personally and posted on the door and the Application for Dispute Resolution by registered mail. I confirmed the postal service attempted delivery to the tenant and left Notices to pick it up from December 22, 2018 until January 3, 2019 when it was returned to the landlord as the tenant failed to pick it up. I find the documents were legally served pursuant to sections 88 and 89 of the Act and the Application is deemed to be received pursuant to section 90 for the purposes of this hearing.

The landlord applies pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

- a) A monetary order pursuant to Sections 46 and 67 for unpaid rent;
- b) To retain the security deposit to offset the amount owing; and
- c) An order to recover the filing fee pursuant to Section 72.

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

Is the landlord entitled to a monetary order for rental arrears and to retain the security deposit to offset the amount owing. Are they entitled to recover the filing fee for this application?

### **Background and Evidence:**

Only the landlord attended the hearing and was given opportunity to be heard, to present evidence and to make submissions. The evidence is that the tenancy commenced May 1, 2018 on a fixed term lease to April 30, 2019, rent was \$5900 a

month and a security deposit and pet damage deposit, each in the amount of \$2950 were paid. It is undisputed that the tenant did not pay rent for October 2018 and vacated. No further rent was paid. The landlord said there were also unpaid utilities and damages, such as damage to the swimming pool so they have not been in a position to re-rent. He claims a monetary order for only \$5900 unpaid rent for October 2018 plus filing fee and to retain the deposits to offset the amount owed with leave to reapply for damages and other expenses incurred.

On the basis of the documentary and solemnly sworn evidence presented at the hearing, a decision has been reached.

**Analysis:**

Monetary Order:

The onus is on the applicant to prove on a balance of probabilities their claim. I find the tenant did not dispute that he owes rent for October 2018 and I find the landlord's evidence credible that \$5900 is owed for October. I find the landlord may retain the security and pet damage deposits totalling \$5900 to offset the amount owing.

**Conclusion:**

I find the landlord entitled to a monetary order as calculated below. The calculation includes an award of the filing fee and retention of the security deposit to offset the amount owing. I give the landlord leave to reapply for further rent and utilities owed and damages.

Calculation of Monetary Award:

October 2018 Unpaid rent	5900.00
Filing fee	100.00
Less security deposit and pet damage deposits	-5900.00
Total Monetary Order	100.00

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 09, 2019

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Residential Tenancy Branch