



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FFL, MNDCL-S

Introduction

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

- a monetary order for money owed or compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 67;
- authorization to retain the tenant's security deposit in partial satisfaction of the monetary order requested, pursuant to section 38; and
- an order authorizing the landlord the recovery of the filing fee for this application from the tenant pursuant to section 72.

The hearing was conducted via teleconference and was attended by the landlord. No one was in attendance on behalf of the tenant. The landlord submitted documentary evidence that the tenants were served notice of this application and this hearing by registered mail on January 4, 2019. Canada Post tracking information was submitted in the landlord's evidence that shows that the items were served on the tenants January 9, 2019. Based on the submissions of the landlord, I find the tenant was served in accordance with section 89 of the *Act*. Therefore, I continued in the absence of the tenants.

Issue to be Decided

Is the landlord entitled to a monetary award for losses arising out of this tenancy?

Is the landlord entitled to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary award requested?

Is the landlord entitled to the recovery of the filing fee?

Background, Evidence

The landlord's undisputed testimony is as follows. The tenancy was to begin on January 1, 2019 for a six month fixed term. The rent was to be \$2100.00 per month. The tenant provided a security deposit of \$1050.00 which the landlord still holds. On December 31, 2018 the tenants were to pick up the keys, participate in the move in condition inspection and provide the first months payment. The landlord testified that the tenants refused to pay the rent. The landlord testified that for several days following she tried to resolve the matter but the tenants stopped all communication. The landlord testified that she is seeking the loss of rent for the month of January. The landlord testified that despite her best efforts and advertising aggressively and regularly; she was unable to rent the unit for January.

The landlord is applying for the following:

1.	Loss of January Rent	\$2100.00
2.	Filing Fee	100.00
3.	Minus Security Deposit	-1050.00
4.		
5.		
6.		
7.		
8.		
9.		
10.		
	Total	\$1150.00

Analysis

Section 26 of the Act addresses the issue before me 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 documentary evidence to support their claim. I find that the landlord is entitled to the loss of revenue for January 2019. The landlord is also entitled to the recovery of the \$100.00 filing fee.

Conclusion

The landlord has established a claim for \$2200.00. I order that the landlord retain the \$1050.00 security deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1150.00. This order may be filed in the Small Claims 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 25, 2019

Residential Tenancy Branch