



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PROSPERO INTERNATIONAL REALTY
INC and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR MNSD FF

Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution, made on February 4, 2019 (the "Application"). The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for unpaid rent;
- an order that the Landlord be permitted to apply the security deposit held to any monetary award granted; and
- an order granting recovery of the filing fee.

The Landlord was represented at the hearing by E.S., an agent, who provided affirmed testimony. The Tenant did attend the hearing.

On behalf of the Landlord, E.S. testified that the Application package was served on the Tenant by registered mail on February 7, 2019. A Canada Post registered mail receipt was submitted in support. The Application package was sent to the dispute address, where the Tenant remained until March 3, 2019. Pursuant to sections 89 and 90 of the *Act*, documents served by registered mail are deemed to be received 5 days later. I find the Application package is deemed to have been received by the Tenant on February 12, 2019.

E.S. was provided with a full opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure and to which I was referred. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

1. Is the Landlord entitled to a monetary order for unpaid rent?
2. Is the Landlord entitled to retain the security deposit held in partial satisfaction of the claim?
3. Is the Landlord entitled to an order granting recovery of the filing fee?

Background and Evidence

A copy of the tenancy agreement between the parties was submitted into evidence. It confirmed the tenancy began on July 1, 2016. According to E.S., the tenancy ended on or about March 3, 2019, pursuant to an order of possession in favour of the Landlord dated January 23, 2019. The file number of the related decision and order of possession is included above for ease of reference. Rent in the amount of \$935.00 per month was due on the first day of each month; this amount included parking and basic cable. The Tenant paid a security deposit of \$425.00, which the Landlord holds.

On behalf of the Landlord, E.S. testified the Tenant did not pay rent and administrative fees in full during the tenancy. A copy of the Resident Ledger confirming the amount due as of January 3, 2019, was submitted in support. In addition, E.S. testified the Tenant did not pay rent when due on February 1 and March 1, 2019. The Landlord successfully re-rented the unit effective April 1, 2019.

Finally, the Landlord sought to recover the \$100.00 filing fee paid to make the Application, and requested that the Landlord be permitted to retain the security deposit in partial satisfaction of the claim.

As noted above, the Tenant did not attend the hearing to dispute the Landlord's evidence.

Analysis

Based on the unchallenged and affirmed oral testimony and documentary evidence, and on a balance of probabilities, I find:

With respect to the Landlord's claim for \$2,215.00 for unpaid rent and administrative fees, section 26 of the *Act* confirms:

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.

[Reproduced as written.]

In this case, I find the Tenant did not pay rent and administrative fees due in full during the tenancy, including the amount outstanding indicated on the Resident Ledger, and the unpaid rent due on February 1 and March 1, 2019. I find the Landlord is entitled to recover rent due on February 1 and March 1, 2019. The Tenant remained in the rental unit until March 3, 2019, and the Landlord was unable to re-rent the unit until April 1, 2019. Accordingly, I grant the Landlord a monetary award in the amount of \$4,085.00 (\$2,215.00 + \$935.00 + \$935.00)

Having been successful, I also find the Landlord is entitled to recover the \$100.00 filing fee paid to make the Application. Further, I order that security deposit held be applied to the Landlord's monetary award.

Therefore, pursuant to section 67 of the *Act*, I find the Landlord is entitled to a monetary order in the amount of \$3,760.00, which has been calculated as follows:

Claim	Amount
Unpaid rent and fees:	\$4,085.00
Filing fee:	\$100.00
LESS security deposit:	(\$425.00)
TOTAL:	\$3,760.00

Conclusion

The Landlord is granted a monetary order in the amount of \$3,760.00. The order may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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: May 24, 2019

Residential Tenancy Branch