



Dispute Resolution Services

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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 1:41 p.m. in order to enable the tenant to call into this teleconference hearing scheduled for 1:30 p.m. on May 14, 2019. 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 and I were the only ones who had called into this teleconference.

The landlord testified that they served the Notice to End Tenancy for unpaid rent dated February 2, 2019 to be effective February 12, 2019 personally on the tenant and served their Application for Dispute Resolution by registered mail. I find the documents were legally served pursuant to section 89 of the Act. 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:

Has the landlord proved on a balance of probabilities that the tenant has unpaid rent? If so, in what amount? Is the landlord entitled to recover the filing fee?

Background and Evidence:

The tenant did not attend the hearing although served with the Application/Notice of Hearing. The landlord attended and was given opportunity to be heard, to present evidence and to make submissions. The landlord stated that the tenancy commenced February 1, 2018, that monthly rent was \$1150 and a security deposit of \$575 was paid.

The landlords said that the tenant did not pay rent for February 2019 and also owes late fees of \$25 for January and February 2019. The tenant vacated on February 15, 2019 and is now living elsewhere. The landlord does not require an Order of Possession.

The landlord provided evidence that the total owed by the tenant is \$1200 plus the filing fee. However, he said he was contacted by an Action Committee for Persons with Disabilities and agreed to a settlement wherein the tenant forfeits the security deposit of \$575 and the landlord waives any further monetary claims against him. He said the tenant has signed this agreement and he, as landlord, is in the process of receiving it to sign.

The tenant provided no documents to dispute the claim. On the basis of the documentary and solemnly sworn evidence, a decision has been reached.

Analysis

Monetary Order

I find that there are rental arrears including late fees in the amount of \$1200 for January and February 2019. I find the landlord has agreed to settle this claim with the tenant agreeing that he may retain the security deposit of \$575.00. Therefore, I find the landlord entitled to retain the security deposit.

Conclusion:

The landlord is successful but no Orders are issued as the landlord no longer needs an Order of Possession and the parties have agreed that the landlord may retain the security deposit in full satisfaction of his 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: May 14, 2019

Residential Tenancy Branch