



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Peter Wall Yaletown
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR MNSD FF

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution. The participatory hearing was held on June 7, 2019. The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for unpaid rent or utilities.
- Authorization to retain the security deposit

The Landlord provided testimony at the hearing. The Tenants did not attend the hearing.

The Landlord applied for, and was granted, an order for substituted service in order to serve the Notice of Dispute Resolution to the Tenants by email. This order specified that the documents sent by email, to the address identified, would be deemed received 3 days after they were sent. The Landlord testified they sent the email to each of the Tenants (with the notice of hearing, and evidence) on March 5, 2019. I find the Tenants were sufficiently served with this package 3 days after it was sent, March 8, 2019.

The Landlord was provided the 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. 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 or utilities?

Background and Evidence

The Landlord testified that monthly rent is \$2,195.00, and is due on the first of the month. A copy of the tenancy agreement was provided into evidence. The Landlord testified that they hold a security deposit in the amount of \$1,097.50 and a pet deposit of \$400.00.

The Landlord stated that the Tenants stopped paying rent late last year, and no rent was paid for December of 2018 or January of 2019. The Landlord stated that the Tenants moved out, without notice at the beginning of February 2019. The Landlord stated that the Tenants still owe rent for December and January in the amount of \$4,390.00.

Analysis

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

Section 26 of the *Act* confirms that a Tenant must pay rent when it is due unless the Tenant has a right under the *Act* to deduct all or a portion of rent.

With respect to the Landlord's request for a Monetary Order for unpaid rent, I find there is sufficient evidence from the Landlord's undisputed documentary evidence and testimony before me to demonstrate that the Tenants owe and have failed to pay \$4,390.00 in rent as stated above for December 2018 and January 2019.

Section 72 of the *Act* allow me to authorize that the security deposit, currently held by the Landlord, be kept and used to offset the amount of rent still owed by the Tenants. Section 72 also provides me with the authority to order the Tenants to repay the landlord for the cost of the filing fee, \$100.00. In summary, I grant the monetary order based on the following:

Claim	Amount
Unpaid rent:	\$4,390.00
Filing Fee	\$100.00
Less:	
Security and Pet Deposit currently held by Landlord	(\$1,497.50)
TOTAL:	\$2,992.50

Conclusion

The Landlord is granted a monetary order pursuant to Section 67 in the amount of **\$2,992.50**. This order must be served on the Tenants. If the Tenants fail to comply with this order the Landlord may file the order in the Provincial Court (Small Claims) and be 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: June 10, 2019

Residential Tenancy Branch