



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SINGLA BROS. HOLDINGS LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: FFL MNRL-S

Introduction

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

- a monetary order for unpaid rent or money owed under the *Act*, regulation or tenancy agreement pursuant to section 67; and
- authorization to recover the filing fee for this application, pursuant to section 72.

PS appeared as agent for the landlord in this hearing, who attended with counsel, PV. Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another.

The tenant confirmed receipt of the landlord's application for dispute resolution hearing and evidence. In accordance with sections 88 and 89 of the *Act*, I find that the tenant duly served with the landlord's application and evidence. The tenant did not submit any written evidence for this hearing.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation for unpaid rent?

Is the landlord entitled to recover the filing fee for this application from the tenant?

Background and Evidence

This month-to-month tenancy began on August 1, 2014, and ended on March 23, 2019. Monthly rent was set at \$1,240.00, and increased to \$1,295.80 as of January 1, 2019. The landlord collected a security deposit of \$625.00 which the landlord still holds.

The landlord is requesting a monetary order for unpaid rent. The landlord's agent testified that the tenant failed to pay any rent for December 2018 through to March 2019. The tenant does not dispute that she failed to pay any rent for these 4 month as she did not have the means to pay the monthly rent.

Analysis

Section 26 of the Act, in part, states 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.*

I find that the tenant was obligated to pay the rent as per the tenancy agreement and the Act. I find that the tenant does not dispute the fact that she owes this rent, but failed to make any payments towards the monthly rent for the period of December 2018 through to March 2019. On this basis, I allow the landlord's monetary claim for unpaid rent in the amount of \$5127.40.

The filing fee is a discretionary award issued by an Arbitrator usually after a hearing is held and the applicant is successful on the merits of the application. As the landlord was successful in their application, I find that the landlord is entitled the \$100.00 filing fee paid for this application.

The landlord continues to hold the tenant's security deposit of \$625.00. In accordance with the offsetting provisions of section 72 of the Act, I order the landlord to retain tenant's security deposit in satisfaction of the monetary claim.

Conclusion

I issue a Monetary Order in the amount of \$4,602.40 in the landlord's favour as set out in the table below. I allow the landlord to retain the tenant's security deposit in partial satisfaction of their monetary claim.

Unpaid Rent for December 2018	\$1,240.00
Unpaid Rent for January 2019-March 2019 (\$1,295.80 x 3)	3,887.40
Filing Fee	100.00
Less Security Deposit	-625.00
Total Monetary Award	\$4,602.40

The landlord is provided with this Order in the above terms and the tenant(s) must be served with a copy of this Order as soon as possible. Should the tenant(s) fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial 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: July 8, 2019

Residential Tenancy Branch