



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CASCADIA APARTMENT RENTALS  
LTD. and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNRL-S, FFL

### Introduction

On April 10, 2019, the Landlord applied for a Dispute Resolution proceeding seeking a Monetary Order for compensation for unpaid rent pursuant to Section 67 of the *Residential Tenancy Act* (the “*Act*”), seeking to keep the security deposit pursuant to Section 67 of the *Act*, and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

Z.B. attended the hearing as an agent for the Landlord and the Tenant attended the hearing as well. All in attendance provided a solemn affirmation.

Z.B. confirmed that she served the Tenant the Notice of Hearing and evidence package by registered mail on April 12, 2019 and the Tenant confirmed that he received this package. Based on this undisputed testimony, and in accordance with Sections 89 and 90 of the *Act*, I am satisfied that the Tenant was served the Notice of Hearing and evidence package.

The Tenant advised that he did not submit any evidence for consideration on this file.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issue(s) to be Decided

- Is the Landlord entitled to monetary compensation for unpaid rent?
- Is the Landlord entitled to keep the security deposit?
- Is the Landlord entitled to recover the filing fee?

### Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

All parties agreed that the tenancy started on December 1, 2011 and that the tenancy ended when the Tenant gave up vacant possession of the rental unit on April 2, 2019. Rent was established at \$1,363.00 per month, due on the first of each month. A security deposit of \$600.00 was paid.

All parties agreed that the Tenant provided written authorization for the Landlord to keep the security deposit when he signed the Security Deposit Refund form on April 2, 2019.

As well, all parties agreed that the Tenant did not pay March or April 2019 rent in the amount of \$1,363.00 each month. Therefore, the Landlord is seeking compensation in the amount of **\$2,726.00**.

### Analysis

Upon consideration of the evidence before me, I have provided an outline of the following Sections of the *Act* that are applicable to this situation. My reasons for making this decision are below.

I note that Section 38(4) allows the Landlord to retain an amount from the security deposit if the Tenant agrees in writing to that amount.

Section 26 of the *Act* states that rent must be paid by the Tenant when due according to the tenancy agreement, whether or not the Landlord complies with the tenancy agreement or the *Act*, unless the Tenant has a right to deduct all or a portion of the rent.

In considering this matter, as the parties agreed that the Tenant provided the Landlord with written authorization to keep the deposit, I am satisfied that the Landlord has had permission to keep the \$600.00 security deposit since April 2, 2019. As such, I am satisfied that the Landlord has complied with the *Act*.

With respect to the unpaid rent, as outlined above, the undisputed evidence is that the rent for March and April 2019 was not paid in full. As such, I am satisfied that the

Landlord is entitled to compensation for unpaid rent. Consequently, I grant the Landlord a monetary award in the amount outlined below.

As the Landlord was successful in this Application, I find that the Landlord is entitled to recover the \$100.00 filing fee paid for this Application.

Pursuant to Sections 67 and 72 of the *Act*, I grant the Landlord a Monetary Order as follows:

**Calculation of Monetary Award Payable by the Tenant to the Landlord**

Item	Amount
March rent arrears	\$1,363.00
April rent arrears	\$1,363.00
Recovery of Filing Fee	\$100.00
<b>Total Monetary Award</b>	<b>\$2,826.00</b>

Conclusion

I provide the Landlord with a Monetary Order in the amount of **\$2,826.00** in the above terms, and the Tenant must be served with **this Order** as soon as possible. Should the Tenant 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 30, 2019

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Residential Tenancy Branch