



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      FFL, MNRL

### Introduction

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

- a monetary order for unpaid rent pursuant to section 67; and,
- authorization to recover the filing fee for this application pursuant to section 72.

Landlord and tenant T.W. attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses and cross-examine witnesses. Tenant P.W. did not attend the hearing and tenant T.W. testified that he was only appearing on his own behalf and he was not appearing on behalf of tenant P.W.

Tenant T.W. acknowledged receipt of the landlord's Notice of Hearing and Application for Dispute Resolution and tenant T.W. did not raise any issues of service. I find that tenant T.W. was served in accordance with the *Act*.

Tenant T.W. testified that tenant P.W. did not reside at the forwarding address at which tenant T.W. provide to the landlord. However, tenant T.W. testified that he forwarded the landlord's Notice of Hearing and Application for Dispute Resolution to tenant P.W. by email and tenant P.W. confirmed receipt of the documents. Based on the uncontroverted testimony of tenant T.W that tenant P.W. has actually received the landlord's Notice of Hearing and Application for Dispute Resolution, I find that tenant P.W. has been sufficiently served pursuant to section 71(2)(c) of the *Act*.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent pursuant to section 67?

Is the landlord entitled to recover the filing fee for this application pursuant to section 72?

Background and Evidence

The parties agreed that the tenancy started on May 1, 2017. The monthly rent was \$1,950.00 and tenants paid a security deposit of \$975.00. Tenant T.W. and tenant P.W. both signed the tenancy agreement. However, tenant T.W. testified that tenant P.W. vacated the rental unit before the tenancy ended. Both the landlord and tenant T.W. testified that tenant P.W. did not assign the tenancy agreement.

The parties agreed that the landlord is owed rent arrears of \$4,300.00 for unpaid rent in January 2019 through March 2019.

The landlord did make a request to apply the tenant's security to the rent arrears and the landlord specifically during the hearing that he did not want to amend his application to apply the tenants' security deposit to the outstanding rent arrears.

Analysis

Based upon the agreed testimony of the landlord and tenant T.W. and the terms of tenancy agreement, I find that the tenants were obligated to pay the monthly rent in the amount of \$1,950.00. Furthermore, even though tenant P.W. had vacated the rental unit early, I find that both tenant T.W. and tenant P.W. signed the tenancy agreement and, accordingly, both tenant T.W. and tenant P.W. were contractually obligated to pay the landlord the rent stated in the tenancy agreement. Accordingly, I find that both tenant T.W. and tenant P.W. are liable for unpaid rent pursuant to the tenancy agreement.

Further, based upon the agreed testimony of the landlord and tenant T.W., I find that the tenants failed to pay the landlord the amount of \$4,300.00 from January through March 2019. Accordingly, I find that the tenants owe the landlord the sum of \$4,300.00 and I grant the landlord a monetary order of \$4,300.00 against tenants pursuant to section 67 of the *Act*.

Since the landlord has not made a request to apply the tenants' security deposit to unpaid rent arrears, this monetary order is not an authorization for the landlord to deduct the amount owed from the tenants' security deposit. The landlord still holds the tenants' security deposit in trust for the tenants.

Further, since the landlord has been successful in this application, I find that the landlord is entitled to recovery of the filing fee pursuant to section 72(1) of the *Act*.

Accordingly, I grant the landlord a monetary order of \$4,300.00 against the tenants, calculated as follows:

<u>Item</u>	<u>Amount</u>
Damages for unpaid rent	\$4,200.00
Recovery of filing fee	\$100.00
Total	\$4,300.00

#### Conclusion

I grant the landlord a monetary order in the amount of **\$4,300.00**. If the tenants fail to comply with this order, the landlord may file the order in the Provincial Court to be enforced as an order of that Court. This monetary order is not an authorization for the landlord to deduct the amount owed from the tenants' security deposit. The landlord still holds the tenants' security deposit in trust for the tenants.

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 15, 2019

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Residential Tenancy Branch