



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, FF

Introduction

This matter dealt with an application by the Landlord for a Monetary Order for unpaid rent, to retain the Tenants' security deposit and to recover the filing fee for this proceeding.

The Landlord said he served the Tenants with the Application and Notice of Hearing (the "hearing package") by registered mail on April 24, 2019. Based on the evidence of the Landlord, I find that the Tenants were served with the Landlord's hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenants' absence.

Issues(s) to be Decided

1. Are there rent arrears and if so, how much?
2. Is the Landlord entitled to compensation for unpaid rent and if so how much?
3. Is the Landlord entitled to keep the Tenants' security deposit?

Background and Evidence

This tenancy started on February 15, 2019 as a month to month tenancy. Rent was \$1,000.00 per month payable in advance of the 1st day of each month. The Tenants paid a security deposit of \$500.00 on February 2, 2019. The Landlord said the Tenants moved out of the rental unit on April 21, 2019 as a result of a 10 Day Notice to End Tenancy for Unpaid Rent dated April 4, 2019.

The Landlord said that the Tenant did not pay \$1,000.00 of rent for April 2019.

The Landlord said he is requesting the unpaid rent of \$1,000.00 for April 2019, to retain the security deposit as partial payment of the unpaid rent and to recover the filing fee of \$100.00.

Analysis

Section 26 of the Act says: 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.

Section 45 of the Act says:

- (1) A tenant may end a periodic tenancy by giving the landlord notice to end the tenancy effective on a date that
 - (a) is not earlier than one month after the date the landlord receives the notice, and
 - (b) is the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement.

The Tenants did not give the Landlord proper notice to end the tenancy and the Tenants do not have the right under the Act to withhold part or all of the rent; therefore I find the Tenants are responsible for the rent of \$1,000.00 for the month of April 2019.

As the Landlord has been successful in this matter, he is also entitled to recover from the Tenants the \$100.00 filing fee for this proceeding. I order the Landlord pursuant to s. 38(4) and s. 72 of the Act to keep the Tenants' security deposit in partial payment of the rent arrears. The Landlord will receive a monetary order for the balance owing as following:

	Rent arrears:	\$ 1,000.00
	Recover filing fee	\$ 100.00
	Subtotal:	\$ 1,100.00
Less:	Security Deposit	\$ 500.00
	Subtotal:	\$ 500.00
	Balance Owing	\$ 600.00

Conclusion

A Monetary Order in the amount of \$600.00 has been issued to the Landlord. A copy of the Order must be served on the Tenants: the Monetary Order may be enforced in the Provincial (Small Claims) Court of British Columbia.

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 22, 2019

Residential Tenancy Branch