



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, OPR, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for unpaid rent - Section 67;
2. An Order to retain the security deposit - Section 38;
3. An Order of Possession - Section 55; and
4. An Order to recover the filing fee for this application - Section 72.

The Tenants did not attend the hearing. I accept the Landlord’s evidence that each Tenant was served with the application for dispute resolution and notice of hearing (the “Materials”) by registered mail on July 19, 2019 in accordance with Section 89 of the Act. Postal evidence indicates that the Tenants refused the mail. Section 90 of the Act provides that a document served in accordance with section 89 of the Act is deemed to be received if given or served by mail, on the 5th day after it is mailed. Given the evidence of registered mail I find that the Tenants are deemed to have received the Materials on July 24, 2019 regardless of them not collecting the mail.

The Landlords were given full opportunity to be heard, to present evidence and to make submissions. The Landlord confirms that they have possession of the unit and no longer require an order of possession.

Issue(s) to be Decided

Is the Landlord entitled to unpaid rent?

Is the Landlord entitled to recovery of the filing fee?

Background and Evidence

The tenancy under written agreement started on February 1, 2019. Rent of \$1,700.00 is payable on the first day of each month. At the outset of the tenancy the Landlord collected \$850.00 as a security deposit. On July 2, 2019 the Landlord served the Tenants with a 10-day notice to end tenancy for unpaid rent (the "Notice") by sending the Notice registered mail. The Notice sets out unpaid rent of \$1,700.00 due July 1, 2019. The Tenants did not dispute the Notice and moved out of the unit on August 25, 2019 without informing the Landlord and without returning the keys to the unit. The Tenants paid no rent for July and August 2019. The Landlord claims unpaid rent.

Analysis

Section 26 of the Act provides that a tenant must pay the rent when and as provided under the tenancy agreement whether or not the landlord complies with this Act, the regulations or the tenancy agreement. Based on the undisputed evidence that the Tenants paid no rent for July and August 2019 while occupying the unit and given the rent payment terms of the tenancy agreement, I find that the Landlord has substantiated an entitlement to **\$3,400.00**.

As the Landlord's application has been successful I find that the Landlord is entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$3,500.00**. Deducting the security deposit of **\$850.00** plus zero interest from the Landlord's entitlement leaves **\$2,650.00** owed to the Landlord.

Conclusion

I order that the Landlord retain the **security deposit** and interest of \$850.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act

for the balance due of **\$2,650.00**. If necessary, this order may be filed in the Small Claims 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 Act.

Dated: September 17, 2019

Residential Tenancy Branch