



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute codes MNR MNSD FF

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;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38;
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The hearing was conducted by conference call. The tenant did not attend this hearing, although I waited until 1:45 p.m. in order to enable the tenant to connect with this teleconference hearing scheduled for 1:30 p.m. The landlord attended the hearing and was given a full opportunity to provide affirmed testimony, to present evidence and make submissions.

The landlord testified that on June 8, 2019, a copy of the Application for Dispute Resolution and Notice of Hearing was sent to the tenant by registered mail to two separate forwarding addresses provided by the tenant. The landlord provided a registered mail receipt with tracking numbers in support of service.

Based on the above evidence, I am satisfied that the tenant was deemed served with the Application for Dispute Resolution and Notice of Dispute Resolution Hearing pursuant to sections 89 & 90 of the Act. The hearing proceeded in the absence of the tenant.

Issues

Is the landlord entitled to a monetary award for unpaid rent?

Is the landlord entitled to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary award requested?

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

Background and Evidence

The tenancy began on July 1, 2018 with a monthly rent of \$1200.00 payable on the 1st day of each month. The tenant paid a security deposit of \$600.00 and a pet deposit of \$600.00 at the start of the tenancy which the landlord continues to hold.

The landlord's claim is for outstanding rent in the amount of \$1200.00. The landlord testified that the tenant failed to pay rent for May 2019 and then vacated without any notice on May 14, 2019.

Analysis

Section 26 of the Act requires that 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 accept the landlord's uncontested evidence and find that the tenant was obligated to pay monthly rent in the amount of \$1200.00 but failed to pay rent for the month of May 2019. I accept the landlord's claim for outstanding rent of \$1200.00.

During the hearing, the landlord withdrew its application to recover the filing fee and was only interested in retaining the security and pet deposit.

The landlord continues to hold a security deposit and pet deposit totalling \$1200.00. I allow the landlord to retain the security and pet deposit in full satisfaction of the monetary award pursuant to section 38 of the Act.

Conclusion

The landlord may retain the tenant's security and pet deposit in the amount of \$1200.00.

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: September 13, 2019

Residential Tenancy Branch