



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute codes MNR MNDC 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;
- a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement 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 tenants did not attend this hearing, although I waited until 2:00 p.m. to enable the tenants 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 18, 2019, copies of the Application for Dispute Resolution and Notice of Hearing were sent to both the tenants by registered mail. The landlord provided a registered mail receipt with tracking number(s) in support of service. The landlord testified the packages were sent to the rental unit address as the tenants were still residing there at the time. The mail was returned to the sender as unclaimed.

Based on the above evidence, I am satisfied that the tenants were 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 tenants.

Preliminary Issue – Additional claims and evidence submissions by Landlord

On August 19, 2019, the landlord uploaded additional evidence which included additional charges/invoices incurred by the landlord in relation to this tenancy. This evidence was not served on the tenants nor did the landlord file an application to amend the original application to include these additional charges. This additional evidence was not considered in making this decision and the landlord's claim was restricted to the amounts claimed in the original application.

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 January 1, 2019 with a monthly rent of \$1700.00 payable on the 1st day of each month. The tenancy agreement required a payment of a security deposit of \$850.00 and a pet deposit of \$850.090 at the start of the tenancy. The landlord testified the pet deposit was not paid. The landlord continues to retain the \$850.00 security deposit.

The landlord's claim is for outstanding rent in the amount of \$7150.00. The landlord submitted a tenant ledger showing an outstanding balance of \$3750.00 as of May 1, 2019. The landlord testified this amount includes the unpaid \$850.00 pet deposit. The landlord testified the tenant also failed to pay June 2019 and July 2019 rent. The landlord testified the tenant were evicted by a bailiff on July 10, 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 tenants were obligated to pay monthly rent in the amount of \$1700.00 but failed to pay rent in full up to and including for the month of July 2019. I accept the landlord's claim for outstanding rent

and award the landlord an amount of \$6300.00 which is the amount claimed by the landlord less the unpaid pet deposit. As the tenancy has ended, I make no order for the tenant to pay the pet deposit.

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 for a total monetary award of \$6400.00.

The landlord continues to hold a security deposit of \$850.00. I allow the landlord to retain the security deposit in partial satisfaction of the monetary award pursuant to section 38 of the Act.

Therefore, I find that the landlord is entitled to a Monetary Order in the amount of \$5550.00.

Conclusion

Pursuant to section 67 of the *Act*, I grant the landlord a Monetary Order in the amount of \$5550.00. Should the tenants 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: September 20, 2019

Residential Tenancy Branch