



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PHOENIX HOMES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MNSD, FFL

Introduction

On August 6, 2019, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) for an order of possession; for a monetary order for unpaid rent or utilities; for money owed or damage or loss under the Act; to keep the security deposit; and to recover the cost of the filing fee. The matter was set for a conference call hearing.

The Landlord’s agents (“the Landlord”) attended the teleconference hearing; however, the Tenant did not. The Landlord provided affirmed testimony that the Tenant was served the Notice of Dispute Resolution Proceeding sent by registered mail on August 15, 2019. The Landlord provided the registered mail tracking number as proof of service and testified that the registered mail was picked up on August 19, 2019.

I find that the Tenant has been duly served with the Notice of Dispute Resolution Proceeding in accordance with sections 89 and 90 of the *Act*.

The Landlord was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

Preliminary and Procedural Matters

The Landlord testified that the Tenant moved out of the rental unit on September 26, 2019. The Landlord does not require an order of possession for the rental unit.

Issues to be Decided

- Is the Landlord entitled to a monetary order to recover unpaid rent?

- Is the Landlord entitled a monetary order for a loss of rent?
- Is the Landlord entitled to keep the security deposit towards unpaid rent?
- Is the Landlord entitled to recover the cost of the filing fee?

Background and Evidence

The Landlord testified that the tenancy began on October 15, 2018, as a fixed term tenancy which continued thereafter on a month to month basis. Rent in the amount of \$500.00 was to be paid to the Landlord by the first day of each month. The Tenant paid the Landlord a security deposit in the amount of \$250.00. The Landlord provided a copy of the tenancy agreement.

The Landlord testified that the Tenant did not pay the rent owing under the tenancy agreement for the months of May, June, July, and August 2019. The Landlord is seeking a monetary order for unpaid rent in the amount of \$2,000.00.

The Landlord testified that the Landlord has also suffered a loss of rent for the month of September 2019. The Landlord is seeking the amount of \$500.00.

The Landlord is seeking to keep the security deposit of \$250.00 in partial satisfaction of the claim for unpaid rent.

Analysis

Based on the evidence before me, the testimony of the Landlord, and on a balance of probabilities, I find that the Tenant did not pay the rent owing under the tenancy agreement.

I find that the Landlord is entitled to recover the loss of rent in the amount of \$2,500.00 for the above mentioned months.

I authorize the Landlord to keep the security deposit of \$250.00 in partial satisfaction of the award for unpaid rent.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. I order the Tenant to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution.

I find that the Landlord has established a total monetary claim of \$2,600.00 comprised of \$2,500.00 in unpaid rent for the above mentioned dates and the \$100.00 fee paid by the Landlord for this hearing.

After setting off the security deposit of \$250.00 towards the award of \$2,600.00, I find that the Landlord is entitled to a monetary order in the amount of \$2,350.00. This monetary order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court. The Tenant is cautioned that costs of such enforcement are recoverable from the Tenant.

Conclusion

The Tenant failed to pay the rent due under the tenancy agreement. I find that the Landlord is entitled to a monetary order for unpaid rent in the amount of \$2,500.00.

I order that the Landlord can keep the security deposit in the amount of \$250.00 in partial satisfaction of the award.

I grant the Landlord a monetary order in the amount of \$2,350.00.

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: October 08, 2019

Residential Tenancy Branch