



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding COLUMBIA PROPERTY MANAGEMENT LTD. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes FFL MNDCL-S MNRL-S OPR

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- an Order of Possession pursuant to section 55;
- a monetary order for unpaid rent pursuant to section 67;
- authorization retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and,
- authorization to recover the filing fee for this application pursuant to section 72.

L.B. appeared as an advocate on behalf of tenant S.C. and K.B. appeared as a representative of the landlord and they both had full opportunity to provide affirmed testimony, present evidence, cross examine the other party, and make submissions. There was no one appearing on behalf of tenants R.B. or D.P.

The landlord acknowledged receipt of the tenant's Notice of Hearing and Application for Dispute Resolution. Neither party raised issues of service. I find the parties were served in accordance with the *Act*.

Preliminary Matter: Tenants Vacated the Property

The parties agreed that the tenants have vacated the rental unit prior to the hearing. Accordingly, the landlords request for an order of possession is now moot and I dismiss this application pursuant to section 62(4)(b) of the *Act*.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent pursuant to section 67?
Is the landlord entitled to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38?

Is the landlord entitled to recover the filing fee for this application pursuant to section 72?

Background and Evidence

The landlord testified that the tenancy started on May 1, 2017. The monthly rent was initially 1,700.00 payable on the first day of each month. The rent had increased to \$1,765.00 by the end of the tenancy. The landlord holds a \$850.00 security deposit and a \$850.00 pet damage deposit.

The landlord testified that the tenants did not pay any rent for August 2019 or September 2019. The tenant did not dispute this.

Analysis

Based upon the undisputed testimony of the landlord and the terms of tenancy agreement, I find that the tenants were obligated to pay the monthly rent in the amount of \$1,765.00, on time and in full each month, up to and including the rental periods of August 2019 and September 2019.

Based upon the undisputed testimony of the landlord, I find that the tenants have not paid any rent for August 2019 or September 2019. Section 7(1) of the *Act* states that "If a tenant does not comply with this Act, the regulations or their tenancy agreement, the non-complying tenant must compensate the other for damage or loss that results." Pursuant to section 7(1), I find the landlord is entitled to a monetary award of \$1,765.00 for unpaid rent in August 2019 and an additional \$1,765.00 for unpaid rent in September 2019.

Based on the undisputed testimony of the landlord and the tenancy agreement, I find that the landlord holds a security deposit of \$850.00 and a pet damage deposit of \$850.00 which may be deducted from the damages owed by the tenants pursuant to section 72(2)(b) of the *Act*.

In addition, since the landlord has been successful this matter, I award the landlord \$100.00 for recovery of the filing fee which may also be deducted from the security deposit and pet damage deposit pursuant to section 72(2)(b) of the *Act*.

Accordingly, I find that the landlords are entitled to a monetary order of \$1,930.00, calculated as follows.

<u>Item</u>	<u>Amount</u>
August 2019 rent unpaid	\$1,765.00
September 2019 damages	\$1,765.00
Less security deposit	-\$850.00
Less pet damage deposit	-\$850.00
Filing fee	\$100.00
Total	\$1,930.00

Conclusion

I grant the landlords a monetary order in the amount of **\$1,930.00**. If the tenants fail to comply with this order, the landlord may file the order in the Provincial Court to be 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: October 27, 2019

Residential Tenancy Branch