



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **FFL, OPC, MNRL**

Introduction

This hearing dealt with an application by the landlord under the *Residential Tenancy Act* (the *Act*) for the following:

- A monetary order for unpaid rent and for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement pursuant to section 67 of the *Act*;
- An order for possession under a One Month Notice to End Tenancy for Cause ("One Month Notice") pursuant to sections 47 and 55;
- Authorization to recover the filing fee for this application pursuant to section 72.

I conducted this hearing by teleconference. The landlord attended and called KF as a witness. The landlord and KF provided affirmed testimony and presented oral and written evidence.

The tenant did not attend the hearing. I kept the teleconference line open from the time the hearing was scheduled for twelve minutes to allow the tenant the opportunity to call. The teleconference system indicated only the landlord and I had called into the hearing. I confirmed the correct call-in number and participant code for the tenant had been provided.

The landlord testified the landlord served the tenant with the Application for Dispute Resolution and supporting documents pursuant to section 89 of the *Act* by personal service on February 21, 2010. The witness KF testified that she personally served the tenant with the documents on that day. Pursuant to section 89, I find the landlord served the tenant on February 21, 2020.

At the beginning of the hearing, the landlord testified that the tenant vacated the unit at the end of February 2020. The landlord withdrew the claim for an order of possession.

Accordingly, the landlord's request for an order of possession is dismissed without leave to reapply

The landlord requested authorization to amend the claim to include a request under section 72 to apply the security deposit to the outstanding rent.

The landlord submitted testimony that the tenant paid a security deposit of \$400.00 at the beginning of the tenancy which the landlord holds. The tenant has not provided written authorization to the landlord to apply the security deposit to outstanding rent.

Rule 4 of the *Rules of Procedure* allows for the amendment of an application at the hearing in circumstances that can reasonably be anticipated; if sought at the hearing, such an amendment need not be submitted or served.

In consideration of the evidence filed and the testimony of the landlord, further to Rule 4, I find the tenant could reasonably have anticipated that the landlord would claim authorization to apply the security deposit the landlord holds to the monetary award. I accordingly allow the landlord to amend the application as sought.

The landlord clarified the landlord's claim as follows:

ITEM	AMOUNT
Rent outstanding February and March 2020, \$800.00 monthly	\$ 1,600.00
Reimbursement of the filing fee	\$100.00
(Less security deposit)	(\$ 400.00)
Total Monetary Award Requested	\$1,300.00

Issue(s) to be Decided

Is the landlord entitled to:

- A monetary order for unpaid rent and for compensation for damage or loss under the *Act, Residential Tenancy Regulation ("Regulation")* or tenancy agreement pursuant to section 67 of the *Act*;
- Authorization to apply the security deposit to the monetary award pursuant to section 72;
- Authorization to recover the filing fee for this application pursuant to section 72.

Background and Evidence

While I have turned my mind to the documentary evidence and the testimony of the landlord, not all details of the landlord's submissions and arguments are reproduced here. The relevant and important aspects of the landlord's claims and my findings are set out below.

The landlord provided undisputed testimony as the tenant did not attend the hearing. The landlord testified that the tenancy began on September 1, 2018 and ended when the tenant vacated without notice at the end of February 2020. Monthly rent of \$800.00 was payable on the first of the month. At the beginning of the tenancy, the tenant provided a security deposit of \$400.00 which the landlord holds.

The landlord testified that rent is owing for the months of February and March 2020.

The landlord requested a monetary order for outstanding rent of \$1,600.00, reimbursement of the filing fee of \$100.00 and authorization to apply the security deposit to the monetary award for a total award requested of \$1,300.00.

Analysis

The landlord provided undisputed evidence at this hearing as the tenant did not attend.

I have reviewed all documentary evidence and testimony.

I accept the uncontradicted evidence of the landlord and find the tenant did not pay rent for the months of February and March 2020. I find the tenant vacated the unit at the end of February 2020 without paying rent for the month of March 2020 or providing notice as required under the Act.

Based on the uncontradicted evidence of the landlord, I find the landlord is entitled to a monetary order pursuant to section 67 in the amount of \$1,600.00 for unpaid rent. I award the landlord reimbursement of the \$100.00 filing fee.

Further to the offsetting provisions of section 72, the landlord is entitled to apply the security deposit of \$400.00 to the monetary award.

A summary of my monetary finding follows:

ITEM	AMOUNT
Rent outstanding February and March 2020, \$800.00 monthly	\$ 1,600.00
Reimbursement of the filing fee	\$100.00
(Less security deposit)	(\$ 400.00)
Total Monetary Award	\$1,300.00

Conclusion

I grant a monetary order to the landlord in the amount of **\$1,300.00**.

This order must be served on the tenant. If the tenant fails to comply with this order, the landlord may file the order in the Provincial Court (Small Claims) and 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: March 16, 2020

Residential Tenancy Branch