



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** *MNSD, MNR, MNDC, FF*

### **Introduction**

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for a monetary order for unpaid rent and the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of her claim.

The landlord testified that on May 14, 2020, he served the tenant with the notice of hearing by email and by posting the notice on the front door of the rental unit. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

### **Issues to be decided**

Is the landlord entitled to unpaid rent and the filing fee? Is the landlord entitled to retain the security deposit?

### **Background and Evidence**

The landlord testified that the tenancy started on June 01, 2018. The monthly rent was \$1,975.00 due on the first of each month and did not include utilities. Prior to moving in the tenant paid a security deposit of \$987.50 and a pet deposit of \$493.75. The landlord filed a copy of the tenancy agreement. The agreement contains a clause that requires the tenant to pay a late fee of \$25.00 for rent received after the first of each month.

The tenant failed to pay rent on February 01, 2020. On February 20, 2020, the landlord served the tenant with a notice to end tenancy for nonpayment of rent. The tenant paid rent for February on March 06, 2020 and the landlord issued a rent receipt for use and occupancy only. The tenant did not pay rent for March, April and May 2020 and continued to occupy the rental unit.

The landlord testified that on May 18, 2020, the tenant informed him that he intended to move out and did so two days later, on May 20, 2020. A move out inspection was carried out in the presence of the tenant and the tenant agreed in writing to allow the landlord to retain \$310.00 from the security deposit. The landlord testified that he returned the pet deposit to the tenant and was holding \$677.50.

The landlord is claiming rent for the months of March to May 2020 (\$5,925.00), late fees (\$75.00) utilities (\$1,172.29) and the recovery of the filing fee (\$100.00). The landlord has also applied to retain the security deposit of \$677.50. The landlord has filed copies of utility bills to support his monetary claim.

### **Analysis**

Based on the undisputed testimony and documentary evidence of the landlord and in the absence of evidence to the contrary, I find that the landlord has proven his claim for \$7,172.29 for unpaid rent and utilities. Since the landlord has proven his case, he is also entitled to the recovery of the filing fee of \$100.00.

Overall the landlord has established a claim of \$7,272.290. I order that the landlord retain the security deposit of \$677.50 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$6,594.79. This order may be filed in the Small Claims Court and enforced as an order of that Court.

### **Conclusion**

I grant the landlord leave to retain the security deposit. I also grant the landlord a monetary order in the amount of \$6,594.79.

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: June 11, 2020

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Residential Tenancy Branch