



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, MNSD, FFL

### Introduction

On February 10, 2020, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) for a monetary order for unpaid rent or utilities; 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 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 by registered mail sent on February 10, 2020. The Landlord testified that the mail was sent to the address the Tenant provided after the tenancy ended. The Landlord provided a copy of the registered mail receipt, envelope and tracking number as proof of service.

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 his evidence orally and in written and documentary form, and to make submissions at the hearing.

### Issues to be Decided

- Is the Landlord entitled to a monetary order to recover unpaid 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 July 1, 2017 as a one-year fixed term tenancy that continued thereafter on a month to month basis. Rent in the amount of

\$2,885.00 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 \$1,400.00. The Landlord provided a copy of the tenancy agreement.

The Landlord testified that the Tenant was not able to pay the rent and he vacated the rental unit on October 14, 2019.

The Landlord testified that they reached a written agreement where the Tenant agreed that he owes the Landlord \$9,008.96 in unpaid rent. The Landlord provided a copy of a document dated October 5, 2019, signed and initialed by the Tenant agreeing that he owes the Landlord \$9,008.96 in unpaid rent. The document indicates that the Tenant will make rent payments to the Landlord.

The Landlord testified that the Tenant failed to make a rent arrears payment in December 2019 and January 2020.

The Landlord applied for dispute resolution seeking a monetary order for unpaid rent on February 10, 2020.

The Landlord is seeking a monetary order for unpaid rent in the amount of \$9,008.96 and is seeking to keep the security deposit of \$1,400.00 in partial satisfaction of the claim.

### 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 accept the Landlord's testimony and documentary evidence that the Tenant agreed he owes \$9,008.96 in unpaid rent. I find that the Tenant owes the Landlord \$9008.96 in unpaid rent.

I order that the Landlord can keep the security deposit in the amount of \$1,400.00 in partial satisfaction of the award of \$9,008.96 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 \$9108.96 comprised of \$9,008.96 in unpaid rent and the \$100.00 fee paid by the Landlord for this hearing.

After setting off the security deposit of \$1,400.00 towards the award of \$9,108.96 I find that the Landlord is entitled to a monetary order for the balance of \$7,708.96. 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

The Landlord is granted a monetary order for the unpaid rent and the cost of the filing fee in the amount of \$7,708.96.

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 30, 2020

---

Residential Tenancy Branch