



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, MNRL-S, MNDCL-S, FFL

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent - Section 67;
3. A Monetary Order for compensation - Section 67;
4. An Order to retain the security deposit - Section 38; and
5. An Order to recover the filing fee for this application - Section 72.

The Tenant did not attend the hearing. I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution and notice of hearing (the “Materials”) by registered mail on August 12, 2020 in accordance with Section 89 of the Act. Postal evidence indicated that the Tenant collected the registered mail on August 14, 2020. The Landlords were given full opportunity to be heard, to present evidence and to make submissions.

Preliminary Matters

The Landlord states that it obtained an order of possession in a previous decision dated August 17, 2020 and confirms that the Tenant was moved out of the unit on September 1, 2020. I therefore dismiss the claim for an order of possession.

The Landlord confirms that the particulars set out for the compensation claim only set out recovery of the filing fee and that the Landlord did not amend the application to add

any other compensation claims. As the Landlord has already claimed recovery of the filing fee in the current application, I consider this compensation claim to be an error. As the Landlord did not amend the current application for dispute resolution to add any other particulars on additional compensation claims, the Landlord remains at liberty to make an application for dispute resolution in relation to any compensation claims the Landlord may have. Although the Landlord provided evidence of damage to the unit, the application does not include this claim and the Landlord also remains at liberty to make this claim.

Issue(s) to be Decided

Is the Landlord entitled to unpaid rent?

Is the Landlord entitled to retain the security deposit?

Is the Landlord entitled to recovery of the filing fee?

Background and Evidence

The tenancy under written agreement started on June 1, 2020. Rent of \$1,000.00 is payable on the first day of each month. At the outset of the tenancy the Landlord collected \$500.00 as a security deposit and \$500.00 as a pet deposit. In the previous decision the Landlord was ordered to deduct \$100.00 from the security and pet deposit leaving \$900.00 as the remaining combined security and pet deposit being held by the Landlord. The Tenant did not pay rent for July and August 2020. The Landlord claims \$2,000.00.

Analysis

Section 26 of the Act provides that a tenant must pay the rent when and as provided under the tenancy agreement whether or not the landlord complies with this Act, the regulations or the tenancy agreement. Based on the Landlord's undisputed evidence of unpaid rent I find that the Landlord has substantiated an entitlement to **\$2,000.00**.

Deducting the remaining combined security and pet deposit plus zero interest of **\$900.00** from this entitlement leaves **\$1,100.00**. As the Landlord has been successful

with its claim for unpaid rent, I find that the Landlord is also entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$1,200.00**.

Conclusion

I Order the Landlord to retain the security and pet deposit plus interest of \$900.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the remaining **\$1,200.00**. If necessary, this order may be filed in the Small Claims Court and 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 Act.

Dated: September 08, 2020

Residential Tenancy Branch