



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding TRG The Residential Group Realty and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes: *MNR, MNSD, FF*

Introduction

This hearing dealt with an application by the landlord pursuant to sections 67, 38 and 72 of the *Residential Tenancy Act*. The landlord applied for a monetary order for unpaid rent and the filing fee. The landlord also applied to retain the security deposit and pet deposit in partial satisfaction of his claim.

The landlord sent a copy of the application and the notice of hearing to the tenant by registered mail on August 12, 2020, to the forwarding address provided by the tenant. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord's agent attended the hearing and was given full opportunity to present evidence and make submissions.

Issues to be decided

Is the landlord entitled to a monetary order for unpaid rent and the filing fee? Is the landlord entitled to retain the security deposit and pet deposit?

Background and Evidence

The tenancy started on September 01, 2018. The monthly rent at the end of tenancy was \$2,020.00, payable on the first of each month. Prior to moving in the tenant paid a security deposit of \$1,000.00 and a pet deposit of \$1,000.00. The landlord submitted that the tenant failed to pay rent for July 2020 and moved out of the rental unit on July 31, 2020.

The landlord filed copies of text messages and emails of his communication with the tenant, to support his claim that the tenant failed to pay rent for July 2020. During the hearing the landlord stated that he wished to retain the deposits in full and final settlement of his claim.

Analysis

Based on the undisputed testimony of the landlord and the documents filed into evidence, I find that the landlord has proven his monetary claim. The monthly rent owing is \$2,020.00. The landlord agreed to retain the deposits in the amount of \$2,000.00 In full and final settlement of all claims against the tenant.

Conclusion

The landlord may retain the security deposit of \$1,000.00 and the pet deposit of \$1,000.00 in full and final settlement of all claims against the tenant.

The remainder of the landlord's application is dismissed without leave to reapply.

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: November 20, 2020

Residential Tenancy Branch