



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL-S, FFL

Introduction

This hearing was scheduled to convene at 1:30 p.m. this date by way of conference call concerning an application made by the landlord seeking a monetary order for unpaid rent or utilities; an order permitting the landlord to keep all or part of the pet damage deposit or security deposit; and to recover the filing fee from the tenant for the cost of the application.

The landlord was represented at the hearing by an agent who gave affirmed testimony and provided evidentiary material in advance of the hearing. However, the line remained open while the telephone system was monitored for 10 minutes prior to hearing any testimony and no one for the tenant joined the call.

The landlord's agent testified that the tenant was served with the Application for Dispute Resolution, notice of this hearing and evidentiary material (the Hearing Package) by registered mail on August 18, 2020. The landlord has provided a Registered Domestic Customer Receipt stamped with that date by Canada Post, as well as a tracking document showing that date and that the item was delivered on August 20, 2020. I am satisfied that the tenant has been served in accordance with the *Residential Tenancy Act*.

All evidence of the landlord has been reviewed and is considered in this Decision.

Issues to be Decided

- Has the landlord established a monetary claim as against the tenant for unpaid rent?
- Should the landlord be permitted to keep all or part of the security deposit in full or partial satisfaction of the claim?

Background and Evidence

The landlord's agent testified that this fixed-term tenancy began on January 15, 2016 and reverted to a month-to-month tenancy after January 15, 2017, which ultimately ended on July 29, 2020. Rent in the amount of \$1,226.00 was originally payable on the 1st day of each month, which has been increased during the tenancy up to \$1,355.27 effective October 1, 2019. At the outset of the tenancy the landlord collected a security deposit from the tenant in the amount of \$613.00 which is still held in trust by the landlord, and no pet damage deposit was collected. Copies of the tenancy agreement and the latest Notice of Rent Increase have been provided as evidence for this hearing.

The landlord's agent further testified that rent was paid by automatic debit, and the rent payment of \$1,355.27 for January, 2020 was returned for insufficient funds. February, March and April, 2020 rents were also returned for insufficient funds. The tenant's rent for May, June and July, 2020 cleared the bank account, however the tenant is still in arrears the sum of \$5,421.08 for January, February, March and April, 2020. A tenant ledger has also been provided for this hearing.

The tenant provided the landlord with a forwarding address in writing on July 29, 2020 on the move-out condition inspection report, however a copy has not been provided for this hearing. The tenant has not served the landlord with an Application for Dispute Resolution claiming the security deposit, and the landlord seeks to keep it in partial satisfaction of the claim for unpaid rent.

Analysis

I have reviewed the evidentiary material provided by the landlord, including the tenant ledger, and I accept the undisputed testimony of the landlord's agent that the tenant has not paid the rent for January through April, 2020 inclusive, totaling \$5,421.08. I am also satisfied that the tenant paid rent for May through July, 2020, and the tenancy ended on July 29, 2020.

Since the landlord has been successful with the application the landlord is also entitled to recovery of the \$100.00 filing fee.

I order the landlord to keep the \$613.00 security deposit in partial satisfaction of the claim and I grant a monetary order in favour of the landlord for the difference of \$4,908.08.

Conclusion

For the reasons set out above, I hereby order the landlord to keep the \$613.00 security deposit and I grant a monetary order in favour of the landlord as against the tenant pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$4,908.08.

This order is final and binding and may be enforced.

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 17, 2020

Residential Tenancy Branch