



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BROWN BROTHERS AGENCIES
LTD and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MNSD, FF

Introduction

On October 16, 2019, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) seeking a monetary order for unpaid rent; to keep a security deposit and/or pet damage deposit and to recover the filing fee.

This matter was set for hearing by telephone conference call at 1:30 pm on this date. The Landlord's agent (“the Landlord”) attended the hearing; however, the Tenant did not. The line remained open while the phone system was monitored for ten minutes and the Tenant did not call into the hearing during this time.

The Landlord testified that the Tenant was served with the Notice of Dispute Resolution Proceeding documents using registered mail sent to her on September 24, 2020 addressed to the address provided by the Tenant at the end of the tenancy.

I find that the Tenant was served with notice of the hearing in accordance with sections 89 and 90 of the Act. The hearing proceeded.

The Landlord was provided with the opportunity to present affirmed oral testimony and to make submissions during the hearing.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

- Is the Landlord entitled to a monetary order to recover unpaid rent?

- Can the Landlord keep the security deposit towards their claim?

Background and Evidence

The Landlord testified that the tenancy began on June 19, 2020, as a one-year fixed term tenancy to continue until June 30, 2021. Rent in the amount of \$1,500.00 was to be paid to the Landlord by the first day of each month. The Tenant paid the Landlord a security deposit of \$750.00. The Landlord provided a copy of the tenancy agreement.

The Landlord testified that the Tenant ended the fixed term tenancy early and did not pay the rent owing for August 2020.

The Landlord is seeking a monetary order for unpaid August 2020 rent in the amount of \$1,450.00.

Security Deposit

The Landlord is seeking to keep the security deposit of \$750.00 in partial satisfaction of the claim for unpaid rent.

Analysis

Residential Tenancy Policy Guideline # 3 Claims for Rent and Damages for Loss of Rent provides the following information:

The damages awarded are an amount sufficient to put the landlord in the same position as if the tenant had not breached the agreement. As a general rule this includes compensating the landlord for any loss of rent up to the earliest time that the tenant could legally have ended the tenancy.

Based on the evidence before me, the testimony of the Landlord, and on a balance of probabilities, I make the following findings:

The Tenant failed to pay the rent owing under the tenancy agreement for the month of August 2020. I award the Landlord the amount claimed of \$1,450.00.

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 \$1,550.0 comprised of \$1,450.00 in unpaid rent and the \$100.00 fee paid by the Landlord for this hearing. After setting off the security deposit of \$750.00 towards the award of \$1,550.00, I find

that the Landlord is entitled to a monetary order in the amount of \$800.00. 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 owing under the tenancy agreement for the month of August 2020.

The Landlord has established a monetary claim in the amount of \$1,550.00. I order that the Landlord can keep the security deposit in the amount of \$750.00 in partial satisfaction of the Landlord's claim.

I grant the Landlord a monetary order in the amount of \$800.00.

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: January 07, 2021

Residential Tenancy Branch