



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

1. A Monetary Order for unpaid rent - Section 67;
2. An Order to retain the security deposit - Section 38; and
3. 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”) in person and by registered mail on September 24, 2020 in accordance with Section 89 of the Act. Section 90 of the Act provides that a document served in accordance with section 89 of the Act is deemed to be received if given or served by mail, on the 5th day after it is mailed. Given the evidence of registered mail I find that the Tenant is deemed to have received the Materials. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy under written agreement started on April 1, 2020 for a fixed term to end September 1, 2020. At the outset of the tenancy the Landlord collected \$1,100.00 as a security deposit and \$300.00 as a pet deposit. Rent of \$2,200.00 was payable on the first day of each month. On July 10, 2020 the Tenant gave written notice to end the

tenancy. The Tenant moved out of the unit prior to returning the keys to the unit in mid-August 2020. The Tenant paid no rent for August 2020 and the Landlord claims \$2,200.00.

Analysis

Section 26(1) of the Act provides that a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent. Based on the undisputed evidence that no rent was paid for the last month of the tenancy I find that the Landlord has substantiated an entitlement to unpaid rent of **\$2,200.00** for August 2020. As the Landlord's claim has been successful, I find that the Landlord is also entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$2,300.00**. Deducting the combined security and pet deposit plus zero interest of **\$1,400.00** leaves **\$900.00** owed to the Landlord.

Conclusion

I Order the Landlord to retain the security deposit plus interest of \$1,400.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the remaining **\$900.00**. 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: January 07, 2021

Residential Tenancy Branch