



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNRT, MNDCT, RPP, FFT

Introduction

This hearing was convened in response to an application by the Tenant and an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”).

The Tenant applied on December 10, 2020 for:

1. An Order for the return of the security deposit - Section 38;
2. A Monetary Order for the cost of emergency repairs - Section 67;
3. An Order for the return of personal property - Section 65; and
4. A Monetary Order for compensation - Section 67; and
5. An Order for the recovery of the filing fee - Section 72.

The Landlord applied on January 17, 2021 for:

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent or utilities - Section 67; and
3. An Order to recover the filing fee for this application - Section 72.

The Tenant did not attend the hearing that commenced at 11:00 a.m. on this date and was concluded at 11:11 a.m. The Landlord states that they were not served with any application for dispute resolution from the Tenant. As the Tenant did not attend the hearing to pursue its application, I dismiss the Tenant’s application without leave to reapply. The Landlord was given full opportunity under oath to be heard, to present evidence and to make submissions. The Landlord confirms that the Tenant has moved out of the unit and the Landlord does not require an order of possession.

Issue(s) to be Decided

Is the Landlord entitled to unpaid rent?

Is the Landlord entitled to recovery of the filing fee?

Background and Evidence

The tenancy under written agreement started on June 1, 2020. At the outset of the tenancy the Landlord collected \$400.00 as a security deposit. Rent of \$880.00 is payable on the first day of each month. The Tenant moved out of the unit on January 30, 2021. The Tenant failed to pay rent of \$640.00 for December 2020 and \$880.00 for January 2021. The Landlord claims \$1,520.00.

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 undisputed evidence of the rent payable under the tenancy agreement and the rents that were not paid I find that the Landlord has substantiated an entitlement to unpaid rent of **\$1,520.00**. As the Landlord has been successful with this claim I find that the Landlord is also entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$1,620.00**. Deducting the security deposit plus zero interest of **\$400.00** from this entitlement leaves **\$1,220.00** owed to the Landlord.

Conclusion

The Tenant's application is dismissed.

I Order the Landlord to retain the security deposit plus interest of \$400.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for **\$1,220.00**. 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: March 09, 2021

Residential Tenancy Branch