



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding GOLDEN GOALS SERVICES LTD and  
[tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPU, MNRL-S, MNDCL-S, MNDL-S, FFL

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an Order of Possession for unpaid rent pursuant to section 55;
- a monetary order for unpaid rent and for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- authorization to retain all or a portion of the tenants' security deposits in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover his filing fee for this application from the tenants pursuant to section 72.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The tenant acknowledged receipt of evidence submitted by the landlord. The tenants did not submit any documentation for this hearing.

### Preliminary Issue – Order of Possession

At the outset of the hearing both parties advised and confirmed that the tenants moved out and that the landlord has possession of the unit, accordingly; I dismiss the landlords request for an order of possession without leave to reapply.

### Issues(s) to be Decided

Is the landlord entitled to a monetary award for unpaid rent?

Is the landlord entitled to retain all or a portion of the tenants' deposits in partial satisfaction of the monetary award requested?

Is the landlord entitled to recover the filing fee for this application from the tenants?

### Background and Evidence

The landlord gave the following testimony. The tenancy began on or about October 1, 2020 and ended on January 31, 2021. Rent in the amount of \$2695.00 is payable in advance on the first day of each month. The tenants paid a security deposit of \$1347.50 which the landlord still holds. The tenants failed to pay \$1345.00 rent in the month of December and \$2695.00 for January.

The landlord served the tenant with a notice to end tenancy on December 9, 2020 but WM did not communicate with the landlord and didn't advise him that she would be vacating in January. The tenants also failed to pay \$110.00 in parking fees and \$14.32 in utilities as per the tenancy agreement. The landlord testified that AA was very responsible and kept in constant communication, but WM was very difficult to deal with. The landlord seeks a monetary award of \$4264.32.

The tenant gave the following testimony. The tenant testified that he didn't know why the other tenant didn't call in or why she left without paying. The tenant testified that he always paid his share and acknowledges the amount owed to the landlord.

### Analysis

Section 26 of the Act addresses the issue before me as follows:

#### **Rules about payment and non-payment of rent**

**26** (1)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 provided by the landlord, the documentation and AA's testimony, I am satisfied that the landlord has proven the entirety of his claim. The landlord is entitled to the following:

<b>Item</b>	<b>Amount</b>
Unpaid December 2020 Rent	\$1345.00
Unpaid January 2021 Rent	2695.00
Parking Fee	110.00

Utility costs	14.32
Filing fee	100.00
Less Deposits	-1347.50
<b>Total Monetary Order</b>	<b>\$2916.82</b>

Conclusion

The landlord is granted an order of possession and a monetary order for \$2916.82. The landlord may retain the security deposit.

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: March 04, 2021

---

Residential Tenancy Branch