



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BELMONT PROPERTIES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MNSD, FFL

Introduction

On January 21, 2021, 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 cost of the filing fee.

The matter was set for a conference call hearing. The Landlord attended the teleconference hearing; however, the Tenant did not. The line remained open while the phone system was monitored for 10 minutes and the Tenant did not call into the hearing during this time.

The Landlord, Ms. M.P. provided affirmed testimony that she served the Notice of Dispute Resolution Proceeding to the Tenant by posting the notice to her door on January 22, 2021 and also sent the notice to the Tenant using mail.

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 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 for unpaid rent?

- Can the Landlord keep the security deposit towards unpaid rent?

Background and Evidence

The Landlord testified that the tenancy began on August 1, 2016, as a one-year fixed term tenancy that continued thereafter on a month to month basis. Rent in the amount of \$1,740.00 was to be paid to the Landlord by the first day of each month. The Tenant paid the Landlord a security deposit of \$787.50 and a pet damage deposit of \$787.50. The Landlord provided a copy of the tenancy agreement. The Landlord testified that the pet damage deposit was returned to the Tenant.

The Landlord testified that the Tenant gave notice to end the tenancy and vacated the rental unit on January 31, 2021.

The Landlord testified that the Tenant did not pay the rent owing under the tenancy agreement for the month of January 2021. The Landlord provided a copy of a ledger showing the rent payments that were received from the Tenant.

The Landlord is seeking a monetary order for unpaid January 2021 rent in the amount of \$1,740.00.

The Landlord is seeking to keep the security deposit of \$787.50 in partial satisfaction of the claim.

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:

I find that the Tenant failed to pay the rent of \$1,740.00 owing under the tenancy agreement for the month of January 2021.

I authorize the Landlord to retain the security deposit in the amount of \$787.50 in partial satisfaction of the unpaid rent.

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 \$1,840.00 comprised of \$1,740.00 in unpaid rent, and the \$100.00 fee paid by the Landlord for this hearing. After setting the security deposit and pet damage deposit of \$787.50 towards the award of \$1,840.00, I find that the Landlord is entitled to a monetary order for the balance of \$1,052.50. 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 January 2021.

The Landlord has established a monetary claim in the amount of \$1,840.00. I order that the Landlord can keep the security deposit in the amount of \$787.50 in partial satisfaction of the Landlord's award.

I grant the Landlord a monetary order in the amount of \$1,052.50.

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: May 27, 2021

Residential Tenancy Branch