



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding FIRSTSERVICE RESIDENTIAL BC
LTD. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: FFL MNRL-S

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("the *Act*") for an Order of Possession for:

- a monetary order for unpaid rent pursuant to section 67; and
- authorization to recover the filing fee for this application, pursuant to section 72 .

While the landlord's agent, TN ("landlord"), attended the hearing by way of conference call, the tenants did not. I waited until 1:45 p.m. to enable the tenants to participate in this scheduled hearing for 1:30 p.m. The landlord's agent was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. During the hearing, I also confirmed from the online teleconference system that the landlord's agent, landlord's witness, and I were the only one who had called into this teleconference.

At the outset of the hearing, the landlord's agent confirmed the legal name of the landlord. As nobody was opposed, the landlord's application was amended to reflect the legal name of the landlord as reflected on the tenancy agreement.

The landlord's agent testified that the tenants were sent a copy of the dispute resolution hearing package ('Application') and evidence by way of registered mail on January 27, 2021. The landlord provided the tracking information in the hearing. In accordance with sections 88, 89, and 90 of the *Act*, I find that the tenants deemed served with the Application and evidence on February 1, 2021, five days after mailing. The tenants did not submit any written evidence for this hearing.

Although the landlord applied for a monetary Order of \$4,200.00 in their initial claim, the tenants have failed to pay rent for the months of February 2021 through to May 2021. Since the filing of this application, another \$2,800.00 in rent has become owing that was not included in the original application. I have accepted the landlord's request to amend

their original application from \$4,200.00 to \$7,000.00 (plus \$100.00 filing fee) to reflect the additional unpaid rent that became owing by the time this hearing was convened.

Issues to be Decided

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

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

Background and Evidence

This month-to-month tenancy began on July 1, 2019, with monthly rent currently set at \$700.00 per month, payable on the first of every month. The landlord had collected a security deposit in the amount of \$500.00 and a pet damage deposit in the amount of \$250.00.

The landlord testified that the tenants are current residing in the rental unit, and owe \$7,000.00 in outstanding rent. The landlord is seeking a monetary order for this amount plus the filing fee.

Analysis

Section 26 of the Act, in part, states 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.

The landlord provided undisputed evidence that the tenants failed to pay outstanding rent in the amount of \$7,000.00 for this tenancy. Therefore, I find that the landlord is entitled to \$7,000.00 in outstanding rent for this tenancy.

The landlord continues to hold the tenant's security deposit of \$500.00 and a pet damage deposit in the amount of \$250.00. In accordance with the offsetting provisions of section 72 of the Act, I order the landlord to retain the tenant's security and pet damage deposit in partial satisfaction of the monetary claim.

As the landlord was successful in their application, I find that the landlord is entitled to recover the filing fee for this application.

Conclusion

I issue a \$6,350.00 Monetary Order in favour of the landlord, which allows the landlord to recover unpaid rent, the filing fee for this application, and also allows the landlord to retain the tenants' security and pet damage deposit in partial satisfaction of the monetary claim.

Item	Amount
Unpaid Rent	\$7,000.00
Filing Fee	100.00
Less Security Deposit	-500.00
Less Pet Damage Deposit	-250.00
Total Monetary Order	\$6,350.00

The tenants must be served with this Order as soon as possible. Should the tenants fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial 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 *Residential Tenancy Act*.

Dated: May 31, 2021

Residential Tenancy Branch