



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

On February 28, 2021, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) for an order of possession of the rental unit; for a monetary order for unpaid rent or utilities; to keep the security 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 Landlord provided affirmed testimony that the Tenant was served the Notice of Dispute Resolution Proceeding in person at the rental unit on March 11, 2021. The Landlord testified that the Tenant told him that she would not be attending the hearing.

I find that the Tenant has been duly served with the Notice of Dispute Resolution Proceeding in accordance with sections 89 and 90 of the *Act*. The hearing proceeded.

The Landlord was provided the opportunity to present his evidence orally and in written and documentary form, and to make submissions at the hearing.

Preliminary and Procedural Matters

The Landlord testified that the Tenant moved out of the rental unit on March 1, 2021. The Landlord no longer requires an order of possession for the rental unit.

The hearing proceeded based on the Landlord’s claim for a monetary order for unpaid rent and to keep a security deposit.

Issues to be Decided

- Is the Landlord entitled to a monetary order to recover unpaid rent?
- Is the Landlord entitled to keep the security deposit towards unpaid rent?

- Is the Landlord entitled to recover the cost of the filing fee?

Background and Evidence

The Landlord testified that the tenancy began in May 2018 as a fixed term tenancy that ended on a month to month basis. Rent in the amount of \$1,300.00 was to be paid to the Landlord by the first day of each month. The Tenant paid the Landlord a security deposit in the amount of \$550.00 and a pet damage deposit of \$550.00. The Landlord testified that he returned the \$550.00 pet damage deposit to the Tenant in 2020.

The Landlord testified that the Tenant did not pay the \$1,300.00 rent owing under the tenancy agreement for the months of December 2020; January 2021; and February 2021.

The Landlord seeks a monetary order for unpaid rent in the amount of \$3,900.00.

The Landlord is seeking to keep the security deposit of \$550.00 in partial satisfaction of the claim for unpaid rent.

Analysis

Based on the evidence before me, the testimony of the Landlord, and on a balance of probabilities, I find that the Tenant did not pay the rent owing under the tenancy agreement for the months of December 2020; January 2021; and February 2021.

I find that the Tenant owes the Landlord \$3,900.00 in unpaid rent. I award the Landlord the amount of \$3,900.00.

I order that the Landlord can keep the security deposit in the amount of \$550.00 in partial satisfaction of the claim for 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 \$4,000.00 comprised of \$3,900.00 in unpaid rent for the above-mentioned months and the \$100.00 fee paid by the Landlord for this hearing.

After setting off the security deposit of \$550.00 towards the award of \$4,000.00, I find that the Landlord is entitled to a monetary order in the amount of \$3,450.00. 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 due under the tenancy agreement for the months of December 2020; January 2021; and February 2021.

I find that the Tenant owes the Landlord \$4,000.00 in unpaid rent and the filing fee.

I order that the Landlord can keep the security deposit in the amount of \$550.00 in partial satisfaction of the claim.

The Landlord is granted a monetary order for the unpaid rent and the cost of the filing fee in the amount of \$3,450.00.

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: June 07, 2021

Residential Tenancy Branch