



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR-MT, OPR-DR, OPRM-DR, FFL

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 March 12, 2021 for:

1. An Order cancelling a notice to end tenancy - Section 46; and
2. More time to make the application for dispute resolution - Section 66.

The Landlord applied on March 18, 2021 for:

1. An Order of Possession - Section 55;
2. An 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 appear on the conference call hearing to pursue their application. I therefore dismiss the Tenant’s application.

I accept the Landlord’s evidence that the Tenant was served with the Landlord’s application for dispute resolution, notice of hearing and evidence (the “Package”) by registered mail on March 26, 2021 in accordance with Section 89 of the Act. Section 90 of the Act provides that a document served in accordance with section 89 of the Act is deemed to be received if given or served by mail, on the 5th day after it is mailed. Given the evidence of registered mail I find that the Tenant is deemed to have received the Package on March 31, 2021. The Landlord was given full opportunity to be heard,

to present evidence and to make submissions. The Landlord has possession of the unit and 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 February 15, 2021 and ended on April 27, 2021, after the Landlord had served the Tenant with a 10-day notice to end tenancy for unpaid rent. Rent of \$3,500.00 was payable on the first day of each month. At the outset of the tenancy the Landlord collected a security deposit of \$1,750.00. The Tenant failed to pay rents of \$1,750.00 for February, \$3,500.00 for March, and \$3,500.00 for April 2021. The Landlord claims the unpaid rents.

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. Given the Landlord's undisputed evidence of the terms of the tenancy and the unpaid rent I find that the Landlord has substantiated an entitlement to **\$8,750.00** in unpaid rents. As the Landlord's claim has been successful, I find that the Landlord is also entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$8,850.00**. Deducting the security deposit of **\$1,750.00** plus zero interest leaves **\$7,100.00** owed to the Landlord.

Conclusion

I order that the Landlord retain the **deposit** and interest of **\$1,750.00** in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the remaining **\$7,100.00**. 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: June 21, 2021

Residential Tenancy Branch