



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Pemberton Holmes Ltd. and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNRL-S, FFL

Introduction

On February 24, 2021 the Landlord submitted an Application for Dispute Resolution (the “Application”), seeking relief pursuant to the *Residential Tenancy Act* (the “Act”) for the following:

- a monetary order for unpaid rent;
- an order granting authorization to retain the security deposit; and
- an order granting recovery of the filing fee.

The hearing was scheduled for 1:30PM (Pacific Time) on July 15, 2021 as a teleconference hearing. Only the Landlord’s Agent M.R. and I attended the hearing at the appointed date and time. No one called in for the Tenant. The conference call line remained open and was monitored for 10 minutes before the call ended.

The Landlord’s Agent testified that she served the Application package and documentary evidence to the Tenants via Canada Post Registered Mail on March 9, 2021 to the forwarding address provided by the Tenants on the move out condition inspection report. The Landlord submitted a copy of the Registered Mail receipt as well as the condition inspection report in support. In the absence of evidence to the contrary, and pursuant to sections 88 and 90 of the *Act*, documents served in this manner are deemed to be received 5 days later.

The Landlord’s Agent was given the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. 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

1. Is the Landlord entitled to a monetary order for unpaid rent, pursuant to Section 67 of the *Act*?
2. Should the Landlord be authorized to apply the security deposit against their claim, in accordance with Section 72 of the *Act*?
3. Is the Landlord entitled to recover the filing fee, pursuant to Section 72 of the *Act*?

Background and Evidence

The Landlord's Agent testified that the tenancy began on May 1, 2018. Rent in the amount of \$875.00 was due on the first day of each month. The Tenants paid a security deposit in the amount of \$432.50 as well as a pet deposit in the amount of \$432.50, for a total of \$865.00 in deposits currently being held by the Landlord. The Landlord's Agent stated that the tenancy ended on February 22, 2021. The Landlord submitted a copy of the tenancy agreement between the parties in support.

The Landlord's Agent testified the Tenants did not pay rent in the amount of \$875.00 when due on February 1, 2021, before the tenancy ended on February 22, 2021. Furthermore, the Landlord's Agent stated that the Tenants had an outstanding balance of rent owing in the amount of \$642.50 relating to a repayment plan for affected months between April and September 2020. As such, the Landlord is claiming for \$1,517.50 for unpaid rent. The Landlord provided a detailed rent ledger in support of the rent amount owed to the Landlord.

As noted above, the Tenants did not attend the hearing to dispute the Landlord's evidence.

Analysis

Based on the unchallenged oral testimony and documentary evidence, and on a balance of probabilities, I find:

Section 26(1) of the *Act* confirms:

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.

I find the Landlord has provided sufficient evidence to demonstrate that the Tenants failed to pay the full amount of rent when due to the Landlord. I find that the Landlord has established an entitlement to a monetary award for unpaid rent in the amount of \$1,517.50. Having been successful, I also find the Landlord is entitled to recover the \$100.00 filing fee paid to make the Application. Further, I find it appropriate in the circumstances to order that the Landlord is entitled to retain the security and pet damage deposits held in partial satisfaction of the claim.

Pursuant to section 67 of the Act, I find the Landlord is entitled to a monetary order in the amount of \$752.50, which has been calculated as follows:

Claim	Amount
Unpaid rent:	\$1,517.50
Filing fee:	\$100.00
<i>LESS</i> security deposit:	-(<i>\$865.00</i>)
TOTAL:	\$752.50

Conclusion

The Landlord is granted a monetary order in the amount of \$752.50. The monetary order should be served to the Tenants as soon as possible and may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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: July 15, 2021

Residential Tenancy Branch