



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding EASTERN SUN HOLDINGS LTD. and [tenant
name suppressed to protect privacy]

DECISION

Dispute Codes OPR-DR, MNR-DR, FFL

Introduction

The landlord sought an order of possession and a monetary order based on an undisputed 10 Day Notice to End Tenancy for Unpaid Rent (the "Notice"). In addition, the landlord sought to recover the cost of the application filing fee.

The landlord's agent confirmed that the tenant vacated the rental unit near the end of July 2021; as such, they no longer require an order of possession.

The landlord testified that he served the Notice of Dispute Resolution Proceeding on the tenant by registered mail; documentary evidence supporting this claim leads me to find that the tenant was served the Notice of Dispute Resolution Proceeding in compliance with the Act.

Issue

Is the landlord entitled to a monetary order?

Background and Evidence

The tenancy began on February 1, 2017. Monthly rent was \$875.00, due on the first day of the month. The tenant paid a \$437.50 security deposit, which the landlord holds in trust. A copy of the written tenancy agreement was submitted into evidence.

On May 30, 2021, the landlord gave the tenant the Notice. A copy of the Notice is in evidence and it indicates that the tenant owed \$1,750.00 in unpaid rent on May 1, 2021. This included both unpaid rent for April and May of 2021. The Notice was served by being attached to the door of the rental unit or in the mailbox, which are acceptable methods of service under the Act.

In respect of the present application, the landlord seeks \$1,750.00 in compensation for unpaid rent and an additional \$100.00 to cover the cost of the filing fee. The landlord's agent confirmed, during his testimony, the above-noted facts.

Analysis

Section 26 of the Act states that a tenant must pay rent when it is due under the tenancy agreement.

Taking into consideration all the undisputed oral and documentary evidence before me, and applying the law to the facts, I find on a balance of probabilities that the landlord has met the onus of proving their claim that the tenant did not pay rent for April and May 2021 in the total amount of \$1,750.00.

As the landlord was successful in their application, they are awarded \$100.00 in compensation to recover the cost of the filing fee, pursuant to section 72 of the Act. The total amount awarded is thus \$1,850.00.

Section 38(4)(b) of the Act permits a landlord to retain an amount from a security or pet damage deposit if "after the end of the tenancy, the director orders that the landlord may retain the amount." As such, I order that the landlord may retain the tenant's security deposit of \$437.50 in partial satisfaction of the above-noted award. The balance of the award — \$1,412.50 — is granted by way of a monetary order. A copy of this order is issued to the landlord in conjunction with this decision.

Conclusion

The application is granted.

This decision is made on delegated authority under section 9.1(1) of the Act.

Dated: November 25, 2021