



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 572505 BC LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNR-S, FF

### Introduction

This hearing dealt with the landlord's application for dispute resolution (application) seeking remedy under the Residential Tenancy Act (Act) for:

- a monetary order for unpaid rent and unpaid utility charges;
- authority to keep the tenant's security deposit and pet damage deposit to use against a monetary award; and
- to recover the cost of the filing fee.

The landlord's agent (agent) and owner attended the hearing; however, the tenant did not attend.

The agent stated they served the tenant with their Application for Dispute Resolution, evidence, and Notice of Hearing (application package) by personal service on June 1, 2021. The agent said that the tenant inquired about the hearing information at the end of October 2021, at which time they served the application package again, by registered mail.

I accept the landlord's undisputed evidence and find that the tenant was served their application and notice of this hearing in a manner complying with section 89(1) of the Act and the hearing proceeded in the tenant's absence.

The agent was provided the opportunity to present her evidence orally and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch Rules of Procedure (Rules). However, not all details of the submissions and/or arguments are reproduced here.

Words utilizing the singular shall also include the plural and vice versa where the context requires.

### Issue(s) to be Decided

Is the landlord entitled to monetary compensation from the tenant, to retain their security deposit and pet damage deposit to partially satisfy any monetary award, and to recover the cost of the filing fee?

### Background and Evidence

The landlord testified that this tenancy began on May 17, 2019, for a monthly rent of \$1,800, with the tenant paying a security deposit of \$900 and a pet damage deposit of \$900.

The agent said the tenancy ended on or about June 17, 2021, and the landlord has retained the security deposit and pet damage deposit, having made this claim against the two deposits.

A written tenancy agreement shows a different start date, to reflect when the landlord's agent took over management of the residential property.

The agent testified that the tenant did not pay the full amount of monthly rent or utilities each month, and by the end of the tenancy had accumulated an outstanding monthly rent deficiency of \$6,096.68 and an outstanding unpaid utility charge of \$703.54, for water and garbage.

The landlord submitted a tenant ledger sheet showing a full accounting of payments and charges. The landlord submitted a copy of the utility charges.

### Analysis

Based on the relevant oral and written evidence, and on a balance of probabilities, I find as follows:

Under section 7(1) of the Act, if a landlord or tenant does not comply with the Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other party for damage or loss that results. Section 7(2) also requires that the claiming party do whatever is reasonable to minimize their loss. Under section 67 of the Act, an arbitrator may determine the amount of the damage or loss resulting from that party not complying with the Act, the regulations or a tenancy agreement, and order that party to pay compensation to the other party. The claiming party has the burden of proof to substantiate their claim on a balance of probabilities.

Despite being duly served with the landlord's application package, the tenant failed to attend the hearing. The landlord's evidence is therefore uncontested.

Under section 26 of the Act, a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, unless the tenant has a right under the Act to deduct all or a portion of the rent.

I find that the landlord submitted sufficient evidence to show that the tenant owed, but did not pay all the monthly rent over the course of the tenancy, leaving a total rent deficiency of **\$6,096.68**. I also find the landlord submitted sufficient evidence to show that the tenant owed unpaid utility charges of **\$703.54**, by the end of the tenancy.

As a result, I therefore find the landlord has established a monetary claim of **\$6,800.22**, as noted above.

Due to their successful application, I grant the landlord recovery of their filing fee of **\$100.00**.

Using the offsetting provisions contained in section 72 of the Act, the landlord may withhold the tenant's security deposit and pet damage deposit in partial satisfaction of the monetary award.

Conclusion

I issue a monetary order of **\$5,100.22** in favour of the landlord as follows:

ITEM	AMOUNT
1. Outstanding rent deficiency	\$6,096.68
2. Unpaid utility charges	\$703.54
3. Filing fee	\$100.00
4. <i>Less security deposit</i>	<i>(\$900.00)</i>
5. <i>Less pet damage deposit</i>	<i>(\$900.00)</i>
<b>TOTAL</b>	<b>\$5,100.22</b>

The landlord is provided with a Monetary Order in the above terms and the tenant must be served with this order as soon as possible to be enforceable. Should the tenant 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*. Pursuant to section 77 of the Act, a decision or an order is final and binding, except as otherwise provided in the Act.

Dated: December 6, 2021

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Residential Tenancy Branch