



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL, FFL

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for unpaid rent - Section 67; and
2. An Order to recover the filing fee for this application - Section 72.

The Tenant did not attend the hearing. I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution, notice of hearing and evidence (the “Hearing Package”) by registered mail on October 15, 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 Hearing Package on October 20, 2021. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy under written agreement started January 31, 2021 and ended September 28, 2021. Rent of \$1,200.00 was payable on the first day of each month. At the outset

of the tenancy the Landlord collected \$600.00 as a pet deposit and \$600.00 as a security deposit (the "Deposits"). On August 22, 2021 the Tenant gave their notice to end tenancy for the end of September 2021. The Landlord received the Tenant's forwarding address on September 8, 2021. The Landlord has not returned the Deposits. The Tenant has not provided written authorization for the Landlord to retain any amount of the Deposits and the Landlord has not received an order from the Residential Tenancy Branch (the "RTB") allowing the Landlord to retain the Deposits.

The Tenant failed to pay rent for September 2021 and the Landlord claims \$1,200.00.

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. Based on the Landlord's undisputed evidence I find that the Tenant failed to pay the rent for September 2021 and that the Landlord is therefore entitled to \$1,200.00. 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 **\$1,300.00**.

As the Landlord still holds the Deposits without written authorization or order, I deduct the Deposits amount of **\$1,200.00** from the entitlement leaving **\$100.00** owed to the Landlord.

Conclusion

I order that the Landlord retain the **deposit** and interest of \$1,200.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the balance due of **\$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 RTB under Section 9.1(1) of the Act.

Dated: May 19, 2022

Residential Tenancy Branch