



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding LOCKE PROPERTY MANAGEMENT
LTD and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes **MNRL-S, FFL**

Introduction

This hearing dealt with an application filed by the landlord pursuant the *Residential Tenancy Act* (the “Act”) for:

- A monetary order for unpaid rent and authorization to withhold a security deposit pursuant to sections 67 and 38; and
- Authorization to recover the filing fee from the other party pursuant to section 72.

The tenant did not attend this hearing, although I left the teleconference hearing connection open throughout the hearing which commenced at 1:30 p.m. and ended at 1:40 p.m. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the landlord and I were the only ones who had called into this teleconference.

The landlord attended the hearing, represented by property manager MD (“landlord”). The landlord was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. The landlord testified that he personally served the tenant with the Notice of Dispute Resolution Proceedings package on October 22, 2021 at approximately 9:00 a.m. when he personally assisted the tenant in vacating the rental unit.

The tenant has been duly served with the Notice of Dispute Resolution Proceedings on October 22, 2021 pursuant to sections 89 and 90 of the Act.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent and the filing fee?

Background and Evidence

The landlord gave the following undisputed testimony. The landlord received an Order of Possession from the Residential Tenancy Branch on October 4, 2021. The landlord assisted the tenant in vacating the rental unit on October 22, 2021.

When the tenancy ended, the tenant had not paid rent in the amount of \$1,150.00 per month for the months of August, September and October, 2021. The tenant had made partial payments in September and they are accounted for in the table below:

Item	Amount
August rent	\$1,150.00
September rent	\$1,150.00
Less payment made September 1, 2021	(1,125.00)
Less payment made September 10, 2021	(\$200.00)
October rent	\$1,150.00
Total	\$2,125.00

In addition, the landlord provided a ledger showing the payment history of the tenant.

The landlord continues to hold the tenant's security deposit in the amount of \$575.00 which the landlord wishes to have applied to the arrears in rent.

Analysis

Section 26 of the Act states:

Rules about payment and non-payment of rent

26 (1)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.

Based on the undisputed testimony of the landlord and evidence provided, I am satisfied the tenant was obligated under section 26 to pay rent in the amount of \$1,150.00 per month and, except for two acknowledged payments, failed to do so. I find the tenant to be in arrears of rent in the amount of \$2,125.00. Consequently, the landlord is entitled to a monetary order in that amount pursuant to section 67 of the Act.

As the landlord's application was successful, the landlord is also entitled to recovery of the \$100.00 filing fee for the cost of this application. The landlord continues to hold the tenant's security of \$575.00. In accordance with the offsetting provisions of section 72 of

the Act, I order the landlord to retain the tenant's entire security deposit in partial satisfaction of the monetary award. The landlord is entitled to a monetary award in the amount of **\$1,650.00**. [$\$2,125.00 + \$100.00 - \$575.00 = \$1,650.00$].

Conclusion

I award the landlord a monetary order in the amount of **\$1,650.00**.

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: June 07, 2022

Residential Tenancy Branch