



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 1232885 B.C. Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNRL, MNDL-S, MNDCL, 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. An Order of Possession – Section 55;
2. A Monetary Order for unpaid rent - Section 67;
3. A Monetary Order for damages to the unit - Section 67;
4. A Monetary Order for compensation - Section 67; and
5. 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”) in person on March 24, 2022 at the unit. The Landlords were given full opportunity under oath to be heard, to present evidence and to make submissions.

Preliminary Matters

The Landlord’s application sets out as particulars for the damage claim that the Landlord is seeking to retain the security deposit. The Landlord’s application sets out as particulars for the compensation that they are claiming recovery of the filing fee. The Landlord confirms that they have not yet made claims for damages to the unit or for lost rental income. Given the Landlord’s confirmation that is consistent with the application particulars I accept that the current claim is only for unpaid rent, retention of the security

deposit and recovery of the filing fee. The Landlord remains at liberty to make future claims for damages and compensation consistent with any limitation periods.

The Landlord confirms that the Tenant has moved out of the unit and that possession of the unit is no longer required. I therefore dismiss the claim for an order of possession.

Issue(s) to be Decided

Is the Landlord entitled to unpaid rent?

Is the Landlord entitled to retain the security deposit?

Is the Landlord entitled to recovery of the filing fee?

Background and Evidence

The tenancy under written agreement started on June 15, 2021. At the outset of the tenancy the Landlord collected \$2,500.00 as a security deposit. Rent of \$5,000.00 was payable on the first day of each month. The Tenant failed to pay rents of \$10,650.00 to and including January 1, 2022. The Tenant paid no rent for February and March 2022. The Landlord claims \$20,650.00 in unpaid rent.

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 of unpaid rents I find that the Landlord is entitled to the sum claimed of **\$20,650.00**. 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 **\$20,750.00**. Deducting the security deposit plus zero interest of **\$2,500.00** leaves **\$18,250.00** owed to the Landlord.

Conclusion

I order that the Landlord retain the **deposit** and interest of \$2,500.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act

for the balance due of **\$18,250.00**. 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 Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: July 11, 2022

Residential Tenancy Branch