



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR-DR, OPR-DR, FFL

Introduction

This hearing was reconvened 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;
2. An Order of Possession - Section 55; and
3. An Order to recover the filing fee for this application - Section 72.

The Tenants did not attend the hearing. I accept the Landlord’s evidence that on July 5, 2022 the Tenants were each served in person with a copy of the Interim Decision dated June 30, 2022 (the “Interim Decision”) and notice of hearing, in accordance with the order for service set out in the Interim Decision. The Landlord received the Interim Decision on July 4, 2022. The Landlord was given full opportunity to be heard, to present evidence and to make submissions. The Landlord confirms that they are not using a recording device for the hearing.

Preliminary Matter

The Tenants moved out of the unit on August 4, 2022 and the Landlord has possession of the unit. As the Landlord no longer requires an order of possession, I dismiss this claim.

Issue(s) to be Decided

Is the Landlord entitled to unpaid rent?

Is the Landlord entitled to recovery of the filing fee?

Background and Evidence

The tenancy under a different landlord started on September 1, 2021 and continued with the current Landlord who purchased the unit in March 2022. Rent of \$1,100.00 was payable on the first day of each month. At the outset of the tenancy \$500.00 was collected as a security deposit. The Landlord returned \$167.00 of this deposit to one of the Tenants and continues to hold the remaining \$333.00. The Tenants failed to pay \$400.00 rent for May 2022 and paid no rents thereafter. The Landlord claims unpaid rents.

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. Rents are payable while a tenant occupies the unit. Based on the Landlord's undisputed evidence of unpaid rents and the date the Tenants moved out of the unit I find that the Landlord has substantiated unpaid rent of \$400.00 for May 2022, \$1,100.00 for June 2022, \$1,100.00 for July 2022 and \$141.92 for the period August 1 to 4, 2022 inclusive (based on a per diem rate of \$35.48 for 4 days). As the Landlord's claim for unpaid rent has been successful, I find that the Landlord is also entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$2,841.92**. Deducting the remaining security deposit plus zero interest of **\$333.00** leaves **\$2,508.92** owed to the Landlord.

Conclusion

I order that the Landlord retain the **deposit** and interest of \$333.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the balance due of **\$2,508.92**. 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: August 09, 2022

Residential Tenancy Branch