



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR-DR, MNR-DR, FFL

Introduction

This hearing was reconvened in response to an application by the Landlord made through the direct request proceedings 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. The Interim Decision dated March 30, 2022 ordered the Landlord to serve the Tenants with the Interim Decision within three days receipt of the decision. I accept the Landlord's evidence that the Landlord received the Interim Decision on March 30, 2022 and served the Tenants in person on the same day as ordered. The Landlord were given full opportunity to be heard, to present evidence and to make submissions.

Preliminary Matters

In a previous decision dated May 25, 2022, the Landlord was granted an order of possession. The Landlord obtained a writ of possession and a bailiff to remove the Tenants on June 10, 2022. As the Landlord has possession of the unit, I dismiss the claim herein for an order of possession.

The Landlord confirms that they are acting as agent for the landlord named in the tenancy agreement.

Issue(s) to be Decided

Is the Landlord entitled to unpaid rents?

Is the Landlord entitled to recovery of the filing fee?

Background and Evidence

The tenancy started on April 1, 2020 and ended on June 10, 2022. Rent of \$1,450.00 was payable on the first day of each month. At the outset of the tenancy the Landlord collected a security deposit of \$725.00. The Tenants failed to pay rent for the period February 1 to June 10, 2022 in the amount of \$6,283.33 calculated as \$1,450.00 + 1,450.00 + 1,450.00 + 1,450.00 + 483.33 (for June 1 – 10 at a per diem rate of \$48.33). The Landlord claims \$6,283.33.

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 **\$6,283.33**. As the Landlord's claim has met with success, I find that the Landlord is entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$6,383.33**. Deducting the security deposit plus zero interest of **\$725.00** leaves **\$5,658.33** owed to the Landlord.

Conclusion

I order that the Landlord retain the **deposit** and interest of \$725.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the balance due of **\$5,658.33**. 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 04, 2022

Residential Tenancy Branch