



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL-S, FFL

Introduction

Pursuant to section 58 of the *Residential Tenancy Act* (the Act), I was designated to hear an application regarding a tenancy. On May 12, 2022 the landlord applied for:

- a monetary order for unpaid rent, pursuant to section 67, and
- authorization to recover the filing fee from the tenant, pursuant to section 72.

The landlord attended the hearing, but the tenant did not. The teleconference line remained open for the duration of the hearing. The landlord was given a full opportunity to be heard, to present testimony, to make submissions, and to call witnesses; they were also made aware of Residential Tenancy Branch Rule of Procedure 6.11 prohibiting recording dispute resolution hearings.

The landlord testified they served the tenant with the Notice of Hearing and evidence on May 26, 2022, and provided a proof of service form signed by the tenant. Based on the landlord's undisputed testimony and evidence, I find the dispute resolution proceeding package served on the tenant in accordance with section 89 of the Act, and received by the tenant on May 26, 2022.

Issues to be Decided

Is the landlord entitled to a monetary order for unpaid rent?
Is the landlord entitled to recover the filing fee from the tenant?

Background and Evidence

The landlord testified that the tenancy began on March 1, 2018, and was to end on April 30, 2022, as the tenant had given written notice on an unknown date that the tenancy would end on April 30, 2022. However, the landlord testified that the tenant moved out

on April 30, 2022, but left behind some possessions which were picked up from the rental unit on a later unknown date. The landlord testified the tenancy was a periodic one at the end of the tenancy and that rent was \$1,560.00, due on the first of the month. The landlord testified she had collected a security deposit of \$750.00, and a pet damage deposit of \$750.00, which she still holds.

The landlord testified that the tenant owed rent for April 2022, and submitted as evidence a tenant ledger and a Monetary Worksheet indicating the same. The landlord testified that the tenant had paid rent for April 2022, but that the payment was then reversed due to insufficient funds. This is recorded on the tenant ledger.

The landlord testified she is seeking to recover \$1,500.00, not \$1,560.00, in rent for April 2022.

The landlord testified that they did not receive a forwarding address in writing from the tenant, but were able to track down the tenant at her new address in order to serve her with the hearing documents.

Analysis

The landlord has applied to recover unpaid rent of \$1,500.00, representing a portion of the unpaid rent of \$1,560.00 per month for April 2022. The landlord is also seeking a return of the filing fee.

The tenant did not appear at the hearing, and there is no evidence before me that the tenant had a legal right to withhold payment of rent.

Section 67 of the Act and [Policy Guideline 16](#) provide that if damage or loss results from a party not complying with the Act, the regulations, or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party. In this case, the onus is on the landlord to prove entitlement to a claim for a monetary award.

I accept the landlord's undisputed testimony and evidence that the tenant did not pay rent as described, totalling \$1,560.00. I found the landlord's testimony to be detailed and consistent with their application.

Section 72 of the Act gives me the authority to order the repayment of a fee for an application for dispute resolution. As the landlord is successful in their application, I order the tenant to pay the \$100.00 filing fee the landlord paid to apply for dispute

resolution. I find the tenant owes the landlord an amount of \$1,600.00. This amount is the total of \$1,500.00 for the amount of unpaid rent sought and \$100.00 for the filing fee.

Using the offsetting provisions contained in section 72 of the Act, I allow the landlord to retain the tenant's security deposit and pet damage deposit in partial satisfaction for a monetary award granted.

Conclusion

I hereby grant the landlord a monetary order for \$100.00, the remaining amount owed by the tenant to the landlord as follows:

Item	Amount
Unpaid rent amount sought for April 2022	\$1,500.00
Less security and pet damage deposits (\$750.00 x 2)	(-1,500.00)
Return of filing fee	100.00
Total	\$100.00

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: December 8, 2022

Residential Tenancy Branch