



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- a monetary order for unpaid rent pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38;
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The hearing was conducted by conference call. The tenants did not attend this hearing, although I waited until 1:45 p.m. to enable the tenant to connect with this teleconference hearing scheduled for 1:30 p.m. The landlord attended the hearing and was given a full opportunity to provide affirmed testimony, to present evidence and make submissions.

The landlord testified that on January 29, 2023, copies of the Application for Dispute Resolution and Notice of Hearing was sent to the tenants by e-mail as approved by the substituted service decision. The landlord provided copies of the e-mails in support of service.

Based on the above evidence, I am satisfied that the tenants were served with the Application for Dispute Resolution and Notice of Dispute Resolution Hearing. The hearing proceeded in the absence of the tenants.

Issues

Is the landlord entitled to a monetary award for unpaid rent?

Is the landlord entitled to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary award requested?

Is the landlord entitled to recover the filing fee for this application from the tenant?

Background and Evidence

The tenancy began on November 1, 2022 and ended on December 31, 2022. The monthly rent was \$1950.00 payable on the 1st day of each month. The tenant paid a security deposit of \$900.00. The tenant did not pay the pet deposit as required per the tenancy agreement.

The landlord's is claiming unpaid rent for December 2022, unpaid utilities and the unpaid pet deposit. The landlord testified the tenants only paid \$660.00 in December which she arbitrarily applied to the pet deposit. The landlord did not submit any bills in support of the outstanding utilities amounts being claimed.

Analysis

Section 26 of the Act requires that 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.

I accept the landlord's uncontested evidence and find that the tenant was obligated to pay monthly rent in the amount of \$1950.00 but failed to pay rent in full for the month of December 2022. I make no award to the landlord for the pet deposit as the tenancy has now ended. The landlord's claims for utilities are dismissed with leave to reapply as the landlord did not submit any utilities bills in support of the amounts claimed.

I award the landlord \$1290.00 which is the monthly rent of \$1950.00 less the payments of \$660.00 received in December. The pet deposit should have been collected by the landlord at the start of the tenancy; therefore, I am applying the payments received in December to the outstanding rent for this month.

I find that the landlord is entitled to recover the \$100.00 filing fee paid for this application for a total monetary award of \$1390.00.

The landlord continues to hold a security deposit of \$900.00. I allow the landlord to retain the security deposit in partial satisfaction of the monetary award pursuant to section 38 of the Act.

Therefore, I find that the landlord is entitled to a Monetary Order in the amount of \$490.00.

Conclusion

I grant the landlord a Monetary Order in the amount of \$490.00. Should the tenants fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial 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 *Residential Tenancy Act*.

Dated: March 02, 2023

Residential Tenancy Branch