



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL-S, FFL

Introduction

This hearing was convened by way of conference call concerning an application made by the landlord seeking a monetary order for unpaid rent or utilities, an order permitting the landlord to keep all or part of the security deposit or pet damage deposit, and to recover the filing fee from the tenant for the cost of the application.

The landlord attended the hearing, gave affirmed testimony and provided evidentiary material in advance of the hearing. However, the line remained open while the telephone system was monitored for 15 minutes prior to hearing any testimony and no one for the tenant joined the call.

The landlord submitted that the tenant was served with the Notice of Dispute Resolution Proceeding and all other required documents and evidence by registered mail on April 29, 2023. The landlord has provided a copy of a Canada Post Registered Domestic Customer Receipt and a Canada Post cash register receipt bearing that date. Also provided is a photograph of an envelope addressed to the tenant at the rental address with a registered mail sticker. The landlord testified during the hearing that the tenant resided in the rental unit at that time.

I am satisfied that the tenant has been served in accordance with the *Residential Tenancy Act*. However, the only evidence provided by the landlord is a tenancy agreement, which does not name the tenant in this application. The landlord indicated that it was uploaded to the Residential Tenancy Branch site in error, and believed a replacement document was uploaded. No other evidence appears in the automated system, and therefore the landlord's evidence is not considered in this Decision.

Issue(s) to be Decided

- Has the landlord established a monetary claim as against the tenant for unpaid rent?

- Should the landlord be permitted to keep all or part of the security deposit in full or partial satisfaction of the claim?

Background and Evidence

The landlord testified that this fixed-term tenancy began on August 1, 2019 and reverted to a month-to-month tenancy after 1 year. Rent in the amount of \$3,600.00 was payable on the 1st day of each month. At the outset of the tenancy the landlord collected a security deposit from the tenant in the amount of \$1,800.00 which is still held in trust by the landlord, and no pet damage deposit was collected. The rental unit is a single family house, and the landlord did not reside on the property during the tenancy.

The landlord was successful in obtaining an order of possession and the tenancy ended on May 28, 2023 with the assistance of a Court Bailiff. The landlord also obtained a monetary order in the amount of \$3,600.00 for unpaid rent for February, 2023. The landlord claims the unpaid rent of \$3,600.00 for each of the months of March, April, and May 2023, for a total of \$10,800.00, and an order permitting the landlord to keep the security deposit.

Analysis

I explained to the landlord during the hearing that it is important for me to know what has already been decided to prevent deciding on a matter that has already been adjudicated upon. The landlord provided a file number, which I observed to involve an application by the landlord made by way of the Direct Request process on March 7, 2023. The adjudicator's written Decision is dated April 25, 2023 and states that the landlord was awarded an order of possession effective on 2 days notice to the tenant and a monetary order in the amount of \$3,600.00 for rent owed for February, 2023.

I accept the undisputed testimony of the landlord that the tenant vacated only with the assistance of a Court Bailiff on May 28, 2023. I also find that the landlord has established that no rent was paid from February to May, 2023, and the landlord has a monetary order for February, 2023. Therefore, I find that the landlord is owed an additional \$10,800.00 for March, April and May, 2023 rent.

Since the landlord has been successful with the application, the landlord is also entitled to recover the \$100.00 filing fee from the tenant.

The landlord has also applied for an order permitting the landlord to keep the \$1,800.00 security deposit. Having found that the landlord is owed \$10,900.00, I order that the landlord keep the security deposit in partial satisfaction of the claim and I grant a monetary order in favour of the landlord as against the tenant for the difference in the amount of \$9,100.00. The tenant must be served with the order, which may be filed in the Provincial Court of British Columbia, Small Claims division and enforced as an order of that Court.

Conclusion

For the reasons set out above, I hereby order the landlord to keep the \$1,800.00 security deposit and I grant a monetary order in favour of the landlord as against the tenant pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$9,100.00.

This order is final and binding and may be enforced.

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: November 17, 2023

Residential Tenancy Branch