



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding FATHER DELESTRE HOUSING SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MNDC, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for a monetary order for unpaid rent, for compensation under the Act and the tenancy agreement, for damage and cleaning of the rental unit, for an order to retain the security deposit in partial satisfaction of the claim and to recover the filing fee for the Application.

Only the Agent for the Landlord appeared at the hearing. They gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

The Agent testified they served the Tenant with the Application and Notice of Hearing by registered mail, sent on January 10, 2014. Under the Act, the Tenant was deemed served five days later, although they did not attend the hearing. The Agent for the Landlord testified that the registered mail was not returned to the Landlord.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Preliminary Issues

The Landlord had amended their claim to include the cost of cleaning and making repairs to the rental unit. However, at the outset of the hearing the Agent for the Landlord explained that the Landlord was abandoning those claims and was now only claiming for unpaid rent, to keep the security deposit in partial satisfaction of the claims, and to recover the filing fee for the Application.

Issue(s) to be Decided

Is the Landlord entitled to monetary compensation from the Tenant?

Background and Evidence

This tenancy began on August 15, 2013, with the parties entering into a written tenancy agreement. The economic monthly rent amount for the rental unit was \$984.00; the rent was subsidized and the amount payable by the Tenant was \$510.00. The Tenant paid the Landlord a security deposit of \$492.00 on August 14, 2013.

The Agent for the Landlord testified that in November of 2013, the Tenant did not pay all the rent due and still owes \$253.42 to the Landlord. The Agent testified that the Tenant did not pay any of the \$510.00 owed for rent in December of 2013.

The Agent testified that the Tenant was served with a 10 day Notice to End Tenancy in early December and the Tenant moved out of the rental unit in the middle of December 2013.

The Landlord claims for \$763.42 in unpaid rent.

Analysis

Based on all of the above, the evidence and testimony, and on a balance of probabilities, I find as follows.

I accept the undisputed evidence of the Landlord and find the Tenant has breached section 26 of the Act and the tenancy agreement by failing to pay rent when due.

Section 26(1) of the Act states:

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.

There was no evidence before me that the Tenant had any authority to deduct all or a portion of the rent.

Section 67 of the Residential Tenancy Act states:

Without limiting the general authority in section 62(3) [*director's authority*], if damage or loss results from a party not complying with this 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.

[Reproduced as written.]

I find that the Landlord has established a total monetary claim of **\$813.42**, comprised of the above described amounts of unpaid rent and the \$50.00 fee paid for this application.

I order that the Landlord may retain the deposit of **\$492.00** in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of **\$321.42**.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

Conclusion

The Tenant failed to pay rent when due and the Landlord is granted a monetary order for the balance due, after the security deposit is applied against the outstanding rent.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: April 03, 2014

Residential Tenancy Branch

