



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

Landlord: OPC OPR MNR

Tenant: CNC

Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the parties under the *Residential Tenancy Act* (the “Act”).

The Tenant filed an application to cancel the one month notice but did not appear at the hearing. The hearing was scheduled for 9:30 am on May 16, 2018. After waiting 10 minutes for the Tenant to show up, I dismissed his application in full, without leave to reapply, as he did not appear.

The Landlord cross-applied for:

- an order of possession based on a One Month Notice to End Tenancy for Cause (one month notice);
- an order of possession based on a 10 Day Notice to End Tenancy for Unpaid rent (10 Day Notice); and,
- a monetary order for unpaid rent or utilities

Further, the Landlord testified at the hearing that the Tenant moved out of the rental unit on May 3, 2018, and she no longer needs an order of possession. Considering the Landlord has already regained possession of the rental unit. I dismiss her application for an order of possession. The only remaining ground to consider in this review is whether or not the Landlord is entitled to a monetary order for unpaid rent or utilities.

The Landlord attended the hearing on her own. She stated that she served her application and evidence to the Tenant in person on April 23, 2018. I find the Tenant received the package on this day.

The Landlord was provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. 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.

Issues to be Decided

1. Is the Landlord entitled to a monetary order for unpaid rent or utilities?
2. Is the Landlord authorized to retain all or a portion of the Tenant's security deposit in partial satisfaction of the monetary order requested, pursuant to section 38?

Background and Evidence

The Landlord testified that monthly rent is \$600.00, and is due on the last day of each month. The Landlord stated that she currently holds a security deposit in the amount of \$300.00.

The Landlord stated that she never received any rent from the Tenant for April 2018. The Landlord also stated that the Tenant moved out of the rental unit on May 3, 2018, and didn't return the keys. The Landlord stated that she had to have the locks changed in order to regain access to the unit. The Landlord stated that when the Tenant moved out, he left garbage, and a substantial mess, which she had to hire professional cleaners to remedy. The Landlord also stated that she had to repaint the unit and repeatedly clean the floors because of the smell left behind by the Tenant's guinea pigs (smell of urine). The Landlord stated she is still trying to clean, paint, and re-rent the unit, but she will be out of pocket for the month of May 2018 because of the mess left by the Tenant. The Landlord stated that the smell of pet urine is very strong.

The Landlord is seeking \$600.00 for April, and \$600.00 for May 2018, and she is asking to retain the security deposit to offset the amount of rent she is owed.

Analysis

Based on the unchallenged affirmed testimony and documentary evidence, and on a balance of probabilities, I find as follows:

Section 26 of the *Act* confirms that a Tenant must pay rent when it is due unless the Tenant has a right under the *Act* to deduct all or a portion of rent.

With respect to the Landlord's request for a Monetary Order for unpaid rent, I find there is sufficient evidence from the Landlord's undisputed testimony before me to demonstrate that the Tenant owes and has failed to pay \$600.00 in rent for April 2018. Further, since the Tenant left the rental unit in disrepair, and in an un-rentable state when he left on May 3, 2018, I find the Landlord is also entitled to rent for the month of May 2018.

The Landlord requested that they be able to retain the security deposit of \$300.00 to offset the amount of rent owed.

Pursuant to sections 72 of the *Act*, I authorize that the security deposit, currently held by the Landlord, be kept and used to offset the amount of rent still owed by the Tenant. In summary, I grant the monetary order based on the following:

Claim	Amount
Cumulative unpaid rent as above	\$1,200.00
Less:	
Security Deposit currently held by Landlord	(\$300.00)
TOTAL:	\$900.00

Conclusion

The Landlord is granted a monetary order pursuant to Section 67 in the amount of **\$900.00**. This order must be served on the Tenant. If the Tenant fails to comply with this order the Landlord may file the order in the Provincial Court (Small Claims) and be 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: May 16, 2018

Residential Tenancy Branch