



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes

Landlord: OPR MNR FF  
Tenant: CNR OLC RR FF

### Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the parties.

The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the “Act”):

- An order of possession for unpaid rent or utilities; and,
- A monetary order for unpaid rent or utilities.

The Tenant seeks an order to:

- Cancel the Notice to End Tenancy for Unpaid rent or utilities;
- An order for the Landlord to comply with the Act; and,
- To reduce rent for repairs, services or facilities agreed upon but not provided.

An agent for the Landlord (the Landlord) attended the hearing. He gave testimony and was provided the opportunity to present his evidence orally and in written and documentary form, and to make submissions to me. The Landlord testified that he no longer requires an order of possession given that the Tenant has already vacated the rental unit and I have amended the Landlord’s application to reflect this. Further, the Landlord testified that he wishes to retain part the security deposit to offset the amount of rent that is owed by the Tenant. In accordance with section 64 of the *Act*, I amend the Landlord’s application to allow for consideration of this issue.

The Tenant did not appear at the hearing. As such, I dismiss the Tenant’s application in its entirety without leave to reapply.

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.

The Landlord testified that he sent the Notice of Hearing, as well as the amendment and evidence by registered mail to the Tenant on June 11, 2018. The Landlord provided proof of service and tracking information for this package. Ultimately, I am satisfied that the Tenant was sufficiently served with the Landlord's Notice of Hearing package and the Tenant is deemed served with the Landlord's application and evidence on June 16, 2018, which is 5 days after the package was mailed. Furthermore, the Tenant's Application was scheduled to be heard at the same time as the Landlord's. Therefore, the Tenant had knowledge of the hearing time and date.

#### Issue(s) to be Decided

- Is the Landlord entitled to a monetary order for unpaid rent or utilities?
- Is the Landlord entitled to keep all or part of the pet damage deposit or security deposit to offset the rent owed?

#### Background and Evidence

The Landlord testified that monthly rent up until May 31, 2018, was \$2,395.00, and as of June 1, 2018, monthly rent went up to \$2,491.00. The Landlord provided the Notice of Rent Increase to substantiate this. The Landlord stated that they currently hold a security deposit in the amount of \$1,195.50.

The Landlord stated that she never received any rent from the Tenant for the month of May 2018. The Landlord stated that they served the Tenant with a 10 Day Notice to End Tenancy on May 9, 2018, and the Tenant failed to dispute it. The Landlord stated that the Tenant also failed to pay rent for June 2018. The Landlord stated that they went over to check on the house on June 15, 2018, and noticed that the unit was abandoned, and was vacant. The Landlord stated that they were unable to re-rent the unit, due to the issues left behind by the Tenant, so they are looking for June rent in addition to May rent.

#### 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 \$4,886.00 in rent for May and June of 2018, as specified above.

The Landlord requested that they be able to retain the security deposit of \$1,195.50 to offset the amount of rent owed, and to recover the \$100 filing fee for this application.

Section 72 of the *Act* gives me authority to order the repayment of a fee for an application for dispute resolution. Since the Landlord was substantially successful in this hearing, I order the Tenant to repay the \$100. Also, 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:

<b>Claim</b>	<b>Amount</b>
Cumulative unpaid rent as above	\$4,886.00
Other:	
Filing fee	\$100.00
<b>Less:</b>	
Security Deposit currently held by Landlord	(\$1,195.50)
<b>TOTAL:</b>	<b>\$3,790.50</b>

### Conclusion

The Landlord is granted a monetary order pursuant to Section 67 in the amount of **\$3,790.50**. 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: July 13, 2018

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Residential Tenancy Branch