



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNRL-S, OPC, FFL

### Introduction

This hearing dealt with an Application for Dispute Resolution (the “Application”) that was filed under the *Residential Tenancy Act* (the “Act”) seeking an Order of Possession, compensation for rent owed, and recovery of the filing fee.

The hearing was convened by telephone conference call and was attended by the owners of the named company listed as the Landlord (the “Agents”) and the Tenant, all of whom provided affirmed testimony. The parties were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing. Neither party raised any concerns regarding the service of documentary evidence.

I have reviewed all evidence and testimony before me that was accepted for consideration in this matter in accordance with the Residential Tenancy Branch Rules of Procedure (the “Rules of Procedure”); however, I refer only to the relevant facts and issues in this decision.

At the request of the parties, copies of the decision and any orders issued in their favor will be e-mailed to them at the e-mail addresses provided in the hearing.

### Preliminary Matters

At the outset of the hearing the parties agreed that the Tenant vacated the rental unit on approximately June 15, 2018, and that the Landlord has possession of the rental unit. As a result, the Agents withdrew their Application seeking an Order of Possession.

### Issue(s) to be Decided

Is the Landlord entitled to compensation for unpaid rent and recovery of the filing fee pursuant to sections 67 and 72 of the *Act*?

### Background and Evidence

In the hearing the parties agreed that rent in the amount of \$1,500.00 is due on the first day of each month and that a security and pet damage deposit were paid in the amount of \$600.00 each, which the Landlord still holds.

The Agents testified that no rent was paid for July and sought \$1,500.00 in outstanding rent. However, the Agents requested that the security and pet damage deposits not be used towards the outstanding rent as they planned to file a separate application in relation to these deposits.

The Tenant testified that she was evicted without proper notice or cause and has been harassed since the start of the tenancy. As a result, she stated that she did not pay rent for July.

### Analysis

Section 26 of the *Act* states that a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with the *Act*, the regulations or the tenancy agreement, unless the tenant has a right under the *Act* to deduct all or a portion of the rent.

Although the tenant stated that she was evicted without proper notice or cause and has been harassed since the start of the tenancy, she did not provide any testimony or documentary evidence that she had a right under the *Act* to deduct all or a portion of July's rent. Further to this, both parties were in agreement that the Tenant did not vacate the rental unit until approximately July 15, 2018. As both parties agreed that \$1,500.00 in rent is due on the first day of each month and that no rent for July was paid, I find that the Landlord is entitled to \$1,500.00 in rent for July of 2018.

Pursuant to section 72 of the *Act*, I also find that the Landlord is entitled to the recovery of the \$100.00 filing fee. Based on the above, and pursuant to section 67 of the *Act*, the Landlord is therefore entitled to a Monetary Order in the amount of \$1,600.00.

Conclusion

Pursuant to section 67 of the *Act*, I grant the Landlord a Monetary Order in the amount of \$1,600.00. The Landlord is provided with this Order in the above terms and the Tenant must be served with **this Order** as soon as possible. Should the Tenant 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: August 2, 2018

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Residential Tenancy Branch