



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Marson Enterprised Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC (tenant); MNDCL, FFL (landlord)

Introduction

This hearing dealt with an application by the tenant under the Residential Tenancy Act (the *Act*) for the following:

- Cancellation of One Month Notice to End Tenancy for Cause (“One Month Notice”) under section 47.

This hearing also dealt with an application by the landlord under the *Act* for the following:

- A monetary order for damage or compensation pursuant to section 67;
- Recovery of the filing fees of this application pursuant to section 72.

The tenant attended with her advocate SW (“the tenant”). The agents PB and DB appeared on behalf of the landlord (“the landlord”). Neither party raised issues of service. I find each party was served pursuant to the *Act*.

At the outset of the hearing, the tenant testified she vacated the unit on or about December 6, 2018. She withdrew her request for a cancellation of the One Month Notice under section 47.

The landlord requested amendments the landlord’s claim as follows:

- to amend the monetary claim to withdraw the request for reimbursement of bedbug inspection fees of \$973.35;

- to amend the monetary claim to add a request for payment of outstanding rent in the amount of \$400.00 for half of the month of December 2018; and
- to add a claim for authorization to apply the security deposit of \$400.00 to any monetary order.

Section 64(3) of the *Act* provides the Director may amend an application for dispute resolution. Rule 4 of the *Rules of Procedure* allow for the amendment of an application at the hearing in circumstances that can reasonably be anticipated; if sought at the hearing, such an amendment need not be submitted or served. At the time the landlord brought the application, rent for the month of December 2018 was not yet due. The tenant acknowledged she vacated the unit on December 7, 2018 without paying rent for December 2018. The tenant acknowledged that she had provided the landlord with a security deposit of \$400.00 at the beginning of the tenancy.

Further to Rule 4, I find the tenant could reasonably have anticipated that the landlord would claim authorization to increase the monetary award to include additional rent for the month of December 2018.

I also find the tenant could reasonably have anticipated that the landlord would claim authorization to apply the security deposit to any monetary award.

I accordingly allow the landlord to amend the application as requested.

In summary, the landlord requested a monetary award in the amount of \$400.00 for one-half month's rent, authorization to apply the security deposit of \$400.00 to the monetary award, and reimbursement of the filing fee.

Issue(s) to be Decided

Is the landlord entitled to the following:

- A monetary order for unpaid rent pursuant to section 67;
- Authorization to recover the filing fee for this application from the tenant pursuant to section 72.

Background and Evidence

The landlord testified that the parties entered into a signed residential tenancy agreement starting May 1, 2018 and ending when the tenant vacated without notice on

or about December 7, 2018. The landlord submitted a copy of the tenancy agreement. Rent was \$800.00 a month payable on the first of the month. The tenant provided a security deposit of \$400.00 at the beginning of the tenancy which the landlord holds. The tenant has not provided authorization to the landlord to retain any portion of the security deposit.

The parties agreed the tenant vacated the unit on or about December 7, 2018 without notice and without paying rent for December 2018. The tenant testified she complained repeatedly to the landlord about bedbugs in her unit. The landlord submitted documentary evidence that inspectors investigated the tenant's unit eight times during the tenancy and no bedbugs had been found.

The landlord testified the unit was rented to a new tenant on December 20, 2018 and the landlord requested a monetary order in the amount of one-half a month's rent, \$400.00.

Analysis

I have reviewed all documentary evidence and testimony. I will only refer to relevant evidence in my decision.

As agreed by the parties, I find the tenant has not paid rent for December 2018 of \$800.00. I find the landlord rented the unit to a new tenant on December 20, 2018 and is entitled to a monetary order for outstanding rent in the amount of \$400.00 as claimed.

Based on the evidence of the parties, I find the landlord holds a security deposit of \$400.00 and is entitled to apply this amount to the monetary award under section 72.

As the landlord has been successful in the landlord's claim, the landlord is entitled to reimbursement of the filing fee in the amount of \$100.00.

A summary of my finding follows:

ITEM	AMOUNT
Award to landlord for outstanding rent for ½ December 2018	\$400.00
Reimbursement of filing fee	\$100.00
Less security deposit	(\$400.00)
Monetary Order	\$100.00

Conclusion

I grant a monetary order to the landlord in the amount of \$100.00.

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: December 20, 2018

Residential Tenancy Branch