



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDCL, MNRL, FFL

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord filed under the *Residential Tenancy Act* (the “Act”), for a monetary order to recover unpaid rent, for compensation for monetary loss or other money owed, and to recover the cost of the filing fee for this application. The matter was set for a conference call.

Both the Landlord and Tenant attended the hearing and were each affirmed to be truthful in their testimony. Each party was provided with the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing. The parties testified that they exchanged the documentary evidence that I have before 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 is described in this Decision.

### Issues to be Decided

- Is the Landlord entitled to a monetary order for unpaid rent?
- Is the Landlord entitled to monetary compensation for monetary loss or other money owed?
- Is the Landlord entitled to the return for their filing fee for this application?

### Background and Evidence

The parties agreed that the tenancy began about seven years ago around August or September 2012. Rent in the amount of \$1,600.00 was to be paid by the first day of each month and security deposit or pet damage deposit had not been paid for this tenancy. The Parties also agree that the tenancy ended on February 28, 2019.

The Landlord testified that the Tenants paid only \$300.00 of the \$1,600.00 in rent due for January 2019.

The Tenant testified that she agreed, that had not paid the full rent due for January 2019. The Tenant testified that she had withheld \$1,300.00 due to repairs that were required to the rental unit that the Landlord had failed to complete. The Tenant testified that she had not received an order from the Residential Tenancy Branch, granting her permission to withhold a portion of her January 2019 rent.

### Analysis

Based on the evidence before me, the testimony of the Landlords, and on a balance of probabilities that:

I accept the agreed upon testimony of these parties that the Tenant had not paid the full rent for January 2019 as required by their tenancy agreement.

### **Rules about payment and non-payment of rent**

**26** (1) 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.

I find that the Tenant was in breached section 26 of the *Act* when she did not pay the rent in accordance with the tenancy agreement. Therefore, I find that the Landlord has established an entitlement to recover the outstanding rent for January 2019. I award the Landlord the recovery of the \$1,300.00 in outstanding rent.

Additionally, section 72 of the *Act* gives me the authority to order the repayment of a fee for an application for dispute resolution. As the Landlord has been successful in his application, I find that the Landlord is entitled to recover the \$100.00 filing fee paid for this hearing.

I grant the Landlord a monetary order of \$1,400.00, consisting of \$1,300.00 in unpaid rent for January 2019 and the recovery of the \$100.00 filing fee for this hearing.

Conclusion

I find for the Landlord under sections 67 and 72 of the Act. I grant the Landlord a **Monetary Order** in the amount of **\$1,400.00**. 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: May 28, 2019

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Residential Tenancy Branch