



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, MNSD, FF

### Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for unpaid rent - Section 67;
2. An Order to retain the security deposit - Section 38; and
3. An Order to recovery the filing fee - Section 72.

The Landlord and Tenant were each given full opportunity under oath to be heard, to present evidence and to make submissions. The Tenant confirms that the Landlord's late evidence has been reviewed and the Tenant consents to it being considered for this dispute.

### Issue(s) to be Decided

Is the Landlord entitled to unpaid rent?

Is the Landlord entitled to recovery of the filing fee?

### Background and Evidence

The following are agreed facts: The tenancy started on March 1, 2018. Rent of \$1,404.00 was payable on the first day of each month. At the outset of the tenancy the Landlord collected \$675.00 as a security deposit. No rent was paid for June 2018 and only \$700.00 was paid for July 2018. The Tenant has not provided its forwarding address in writing to the Landlord.

The Landlord states that the Tenant moved out of the unit on July 28, 2018. The Landlord states that it was some time after the Tenant moved out that the Tenant verbally provided its forwarding address. The Landlord claims unpaid rent of \$2,108.00.

The Tenant does not dispute that the rent was not paid as stated by the Landlord however the Tenant states that the Landlord changed the locks on the unit on July 16, 2018 and that the Tenant did not have keys to the unit after that date. The Tenant states that despite this lock change the Tenant was able to enter the unit. The Tenant states that as only a few items were left in the unit at the time and that the door was left unlocked whenever the Tenant left the unit. The Tenant states that it was moved out of the unit on July 26 or 27, 2018.

The Landlord states that the locks were changed on July 18, 2018. The Landlord confirms that the Landlord did not have an order of possession or a writ of possession authorizing the Landlord to take possession of the unit.

### Analysis

Section 26 of the Act provides that a tenant must pay the rent when and as provided under the tenancy agreement whether or not the landlord complies with this Act, the regulations or the tenancy agreement. When a tenancy ends no further rent is payable. Based on the undisputed evidence that no rent was paid for June 2018 I find that the Landlord has substantiated an entitlement to **\$1,404.00**. Although the Tenant only paid rent of \$700.00 for July 2018, as the Landlord changed the locks to the unit without right by mid July 2018 I find that the Landlord acted to end the tenancy and no further rent was payable by the Tenant. I dismiss the claim for \$704.00.

As the Landlord's claim for unpaid rent has not met with full success and as the Landlord changed the locks without right, I decline to award the Landlord with recovery of the filing fee.

Section 72(2)(b) of the Act provides that if the director orders a party to a dispute resolution proceeding to pay any amount to the other, the amount may be deducted, in the case of payment from a tenant to a landlord, from any security deposit or pet damage deposit due to the tenant. Deducting the security deposit plus zero interest of **\$675.00** from the entitlement of **\$1,404.00** leaves **\$729.00** owed by the Tenant to the Landlord.

#### Conclusion

I Order the Landlord to retain the security deposit plus interest of \$675.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the remaining **\$729.00**. If necessary, this order may be filed in the Small Claims 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 Act.

Dated: December 4, 2019

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Residential Tenancy Branch