



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes:

CNR, OPRM-DR, FFL, FFT

### Introduction

This hearing was convened in response to cross applications.

The Tenant filed an Application for Dispute Resolution, in which the Tenant applied to cancel a Notice to End Tenancy for Unpaid Rent and to recover the fee for filing this Application for Dispute Resolution.

The Tenant stated that his Dispute Resolution Package was personally served to the Landlord, although he cannot recall the date of service. The Landlord stated that she received these documents from a babysitter sometime near the end of October of 2019. The Landlord stated that she is also a Landlord of the rental unit and that she is representing her father, who is the named Respondent at these proceedings. As the Landlord acknowledged receipt of these documents, I find that they were sufficiently served to the Landlord. I therefore will proceed with the Tenant's Application for Dispute Resolution.

The Landlord filed an Application for Dispute Resolution, in which the Landlord applied for an Order of Possession; for a monetary Order for unpaid rent; and to recover the fee for filing this Application for Dispute Resolution.

The Landlord stated that the Landlord's Dispute Resolution Package was personally served to the Tenant, although she cannot recall the date of service. After much discussion the Tenant acknowledged receipt of these documents. As the Tenant acknowledged receipt of these documents, I find that they were sufficiently served to the Tenant. I therefore will proceed with the Landlord's Application for Dispute Resolution.

At the hearing the Tenant stated that he is withdrawing his application to cancel a Notice to End Tenancy for Unpaid Rent, as he has vacated the rental unit. At the hearing the Landlord stated that she is withdrawing the application for an Order of Possession, as the rental unit has been vacated. I find that those two issues have been withdrawn.

In November of 2019 the Landlord submitted evidence to the Residential Tenancy Branch. The Landlord stated that this evidence was personally served to the Tenant, although she cannot recall the date of service. The Tenant stated that he did not receive the Landlord's evidence package.

As the Tenant did not acknowledge receipt of the Landlord's evidence and the Landlord did not submit sufficient proof of service, I did not accept the Landlord's evidence. The Landlord was advised that she could speak about her evidence at the hearing and she could request an adjournment if, at any point during the hearing, she deemed it necessary for me to physically view the Landlord's evidence. At the conclusion of the hearing the Landlord stated that she did not require an adjournment.

The parties were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. Each party present at the hearing affirmed that they would speak the truth, the whole truth, and nothing but the truth during these proceedings.

#### Issue(s) to be Decided

Is the Landlord entitled to a monetary Order for unpaid rent?

#### Background and Evidence

##### **The Landlord and the Tenant agree that:**

- the tenancy began in May of 2019;
- the Tenant was required to pay monthly rent of \$950.00 by the first day of each month;
- the Tenant paid no rent for September or November of 2019;
- the Tenant paid \$650.00 in rent for October of 2019.

The Landlord stated that the rental unit was vacated on December 01, 2019. The Tenant stated that the rental unit was vacated on November 30, 2019.

The Landlord has applied for a monetary Order for unpaid rent from September, October, and November of 2019.

The Landlord and the Tenant agree that the Landlord can apply the security deposit of \$475.00 to the outstanding rent.

### Analysis

Section 26(1) of the *Act* stipulates, in part, 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 the rent. In the circumstances before me, there is no evidence to indicate that the Tenant has the right to deduct any portion of the rent. I therefore find that the Tenant owes \$2,200.00 in overdue rent from September, October, and November of 2019.

As the parties agreed that the Landlord can apply the security deposit of \$475.00 to the outstanding rent, I find that the Tenant owes the Landlord \$1,725.00 for rent.

I find that the Landlord's Application for Dispute Resolution has merit and that the Landlord has the right to recover the fee for filing an Application for Dispute Resolution.

I find that the Tenant has failed to establish the merit of his Application for Dispute Resolution and I dismiss his application to recover the fee for filing an Application for Dispute Resolution.

### Conclusion

The Landlord has established a monetary claim, in the amount of \$1,825.00, which includes \$1,725.00 in unpaid rent and \$100.00 in compensation for the fee paid to file this Application for Dispute Resolution. Based on these determinations I grant the Landlord a monetary Order for \$1,825.00. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia 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 *Residential Tenancy Act*.

Dated: December 13, 2019