



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR MNR FF

Introduction

This hearing was convened as a result of the landlord's Application for Dispute Resolution. A participatory hearing was held on January 9, 2020. The landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- an order of possession for unpaid rent or utilities;
- a monetary order for unpaid rent or utilities; and,
- to recover the filing fee from the tenant for the cost of this application.

The landlord and his agent attended the hearing and provided testimony. The tenant did not attend the hearing.

The Landlord stated that he personally served the Tenant with his Application for Dispute Resolution, and Notice of Hearing, along with supporting documentary evidence, on October 15, 2019. The Landlord's agent witnessed this and confirmed he witnessed this package being served. I find the tenant received this package on October 15, 2019.

The Landlord stated that he served his amendment package and updated evidence to the Tenant, in person, on December 19, 2019. I find the Tenant received the amendment package and evidence on that same day. I find the Landlord sufficiently served the Tenant with his application, evidence and amendment.

The Landlord stated that he no longer requires an order of possession given that the Tenant moved out on January 7, 2020. In consideration of all of this information, I hereby amend the Landlord's application accordingly.

The Landlord was provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to 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 are described in this Decision.

Issues to be Decided

1. Is the landlord entitled to a monetary order for unpaid rent or utilities?

Background and Evidence

The Landlord testified that the tenancy began several years ago and monthly rent has always been \$1,100.00, due on the first of the month. A copy of the initial tenancy agreement was provided into evidence. This document was signed by the Tenant. The Tenants first name and last name were written in the wrong order at the start of the tenancy agreement, but at the end of the tenancy agreement, when the Tenant signed the agreement, he signed it with his correct name, R.C. The Landlord filed his amendment to update the application to show the Tenant's name, as he signed it, whereas the initial application listed the Tenant's names in different orders.

The Landlord stated that the Tenant has a long history of underpaying his rent, and he has been given many chances over the years to catch up with his arrears, but he has failed to do so. The Landlord provided a detailed monetary worksheet showing that the Tenant started falling behind in rent payments back in June of 2018. This continued regularly over the next 18 months, and the Tenant only made a couple of extra payments above and beyond what his monthly rent was. The Landlord highlighted all of these amounts in his monetary worksheet including what rent was, what was paid, and what was still owed from June 2018 until October 2019. The amount as of October 2019 was \$6,300.00, as per the worksheet.

Since the time that worksheet was made, the Tenant paid nothing for November 2019 rent, paid \$1,000.00 for December 2019 (leaving \$100.00 owing for that month), and also paid nothing for January 2020. The Tenant moved out on January 7, 2020, and left the rental unit heavily damaged. The Landlord is seeking to recover \$8,600.00 in total unpaid rent, as laid out above.

Analysis

Based on the unchallenged testimony and documentary evidence, and on a balance of probabilities, I find as follows:

Section 26 of the *Act* confirms 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 rent.

With respect to the Landlord's request for a Monetary Order for unpaid rent, I find there is sufficient evidence from the landlord's undisputed documentary evidence and testimony before me to demonstrate that the tenant owes and has failed to pay \$8,600.00 in rent, as laid out above.

The Landlord requested that they be able to retain the security deposit of \$550.00 to offset the amount of rent owed, and to recover the \$100 filing fee for this application.

Section 72 of the *Act* gives me authority to order the repayment of a fee for an application for dispute resolution. Since the landlord was substantially successful in this hearing, I order the tenant to repay the \$100. Also, pursuant to sections 72 of the *Act*, I authorize that the security deposit, currently held by the landlord, be kept and used to offset the amount of rent still owed by the tenant. In summary, I grant the monetary order based on the following:

Claim	Amount
Unpaid rent: June 2018 - Present	\$8,600.00
Filing fee	\$100.00
Less: Security Deposit currently held by Landlord	(\$550.00)
TOTAL:	\$8,150.00

Conclusion

The landlord is granted a monetary order pursuant to Section 67 in the amount of **\$8,150.00** comprised of rent owed. 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: January 09, 2020

Residential Tenancy Branch