



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute codes MNR MNSD FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- a monetary order for unpaid rent pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38;
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The hearing was conducted by conference call. All named parties attended the hearing and were given a full opportunity to provide affirmed testimony, to present evidence and make submissions. No issues were raised with respect to the service of the application or evidence submissions on file.

The parties confirmed that the tenant's security deposit has been returned in full since the filing of this application, so the landlord withdrew the claim to retain the deposit.

Issues

Is the landlord entitled to a monetary award for unpaid rent?

Is the landlord entitled to recover the filing fee for this application from the tenant?

Background and Evidence

The tenancy originally began on July 1, 2018 after the landlord purchased the home from the tenant. The original lease was for a 6-month fixed term ending December 31, 2018. The landlord was to move into the unit after this fixed term however the tenant wished to stay longer. The parties entered into a new month to month agreement beginning on March 1, 2019 with a monthly rent of \$1400.00 payable on the 1st of each month. The parties signed a mutual agreement to end tenancy on August 31, 2019 with an effective date of September 30, 2019.

The landlord's claim is for outstanding rent in the amount of \$1400.00 for September 2019. The landlord testified the tenant failed to pay rent for the last month.

The tenant argued she should have received one-month free rent for the landlord's use of property.

Analysis

Section 26 of the Act requires that 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 the tenant did not pay rent for September 2019 and had not right under the Act to withhold this amount. The tenant was not served with a Two Month Notice to end Tenancy by the landlord but rather entered into a mutual agreement to end the tenancy and vacated the unit as per the mutual agreement. I accept the landlord's claim for outstanding rent of \$1400.00.

As the landlord was successful in this application, I find that the landlord is entitled to recover the \$100.00 filing fee paid for this application for a total monetary award of \$1500.00.

Conclusion

Pursuant to section 67 of the *Act*, I grant the landlord a Monetary Order in the amount of \$1500.00. 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: January 10, 2020

Residential Tenancy Branch