

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 began on July 1, 2019 with a monthly rent of \$2450.00 payable on the 1st day of each month. The tenancy was for a fixed term set to expire on July 31, 2020. The tenants vacated the rental unit on September 29, 2019. The tenants paid a security deposit of \$1225.00 at the start of the tenancy. The tenants only paid half the months rent for September 2019 and authorized the landlord to retain the security deposit towards the other half month's rent.

The landlord is seeking unpaid rent for August 2019. The landlord testified the tenants paid July 2019 rent, did not pay anything for August 2019, and paid half month's rent for September 2019, leaving the landlord the security deposit to cover the balance.

The tenants acknowledged that they did not pay August 2019 rent. The tenants argued they were illegally evicted by the landlord, so they withheld the rent.

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 that the tenants were obligated to pay monthly rent in the amount of \$2450.00 but failed to pay rent for August 2019. The tenants did not have a right under the Act to deduct or withhold this rent. I accept the landlord's claim for outstanding rent of \$2450.00.

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 \$2550.00.

Conclusion

Pursuant to section 67 of the *Act*, I grant the landlord a Monetary Order in the amount of \$2550.00. Should the tenants 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: February 18, 2020

Residential Tenancy Branch