



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      FFL, OPR, MNRL-S

### Introduction

This hearing convened as a result of a Landlord's Application for Dispute Resolution, filed on January 20, 2020, wherein the Landlord sought an Order of Possession and monetary compensation based on a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities issued on January 2, 2020 (the "Notice"), authority to retain the Tenant's security deposit as well as recovery of the filing fee.

The hearing of the Landlord's Application was scheduled for teleconference on March 20, 2020. Only the Landlord called into the hearing. He gave affirmed testimony and was provided the opportunity to present his evidence orally and in written and documentary form, and to make submissions to me.

The Tenant did not call into this hearing, although I left the teleconference hearing connection open until 11:10 a.m. Additionally, I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the Landlord and I were the only ones who had called into this teleconference.

As the Tenant did not call in, I considered service of the Tenant's hearing package. The Landlord testified that he personally served the Tenant with the Notice of Hearing and the Application on January 20, 2020 at 5:00 p.m. He further testified that his agent, S.L., witnessed him serve the Tenant.

I accept the Landlord's testimony with respect to service of the Notice of Hearing and Application materials and find the Tenant was duly served as of January 20, 2020 and I proceeded with the hearing in their absence.

I have reviewed all oral and written evidence before me that met the requirements of the *Residential Tenancy Rules of Procedure*. However, not all details of the Landlord's submissions and or arguments are reproduced here.

### Preliminary Matters

The Landlord confirmed his email addresses during the hearing as well as his understanding that this Decision would be emailed to them.

The Landlord also confirmed the Tenant vacated the rental unit on February 1, 2020 such that he was no longer seeking an Order of Possession. The Landlord also stated that despite the fact the Tenant moved out February 1, 2020, and the Landlord was not able to re-rent the unit until March 1, 2020, he was not seeking loss of rent for February 2020.

The Landlord also testified that the Tenant agreed in writing that the Landlord could retain the \$500.00 security deposit towards the cleaning and repair costs incurred by the Landlord.

### Issues to be Decided

1. Is the Landlord entitled to monetary compensation for unpaid rent for February 2020?
2. Should the Landlord be permitted to retain the Tenant's security deposit?
3. Is the Landlord entitled to recover the filing fee?

### Background and Evidence

The Landlord testified that the tenancy began in the late summer of 2019. He stated that rent was \$1,000.00 per month and the Tenant paid a \$500.00 security deposit.

The Tenant failed to pay the January rent following which the Landlord issued the Notice. The Landlord testified that the Tenant moved from the rental unit on February 2, 2020 and did not pay the outstanding rent.

The Landlord testified that the Tenant gave him written permission to retain the security deposit towards the cleaning and repair costs incurred by the Landlord after the tenancy ended.

### Analysis

After consideration of the Landlord's undisputed testimony and evidence, and on a balance of probabilities, I find as follows.

I accept the Landlord's testimony that monthly rent was payable in the amount of \$1,000.00. I further accept his testimony that the Tenant failed to pay the January rent.

Pursuant to section 26 of the *Residential Tenancy Act*, a tenant must pay rent when rent is due. I find the Tenant breached the *Act* by failing to pay the January rent. I therefore award the Landlord monetary compensation for the January rent of \$1,000.00.

As the Landlord has been successful in his Application, I also award him recovery of the \$100.00 filing fee for a total award of **\$1,100.00**.

I accept the Landlord's testimony that the Tenant authorized him to retain the \$500.00 security deposit towards the cost of cleaning and repair of the rental unit. Pursuant to section 38 of the *Act* I authorize the Landlord to retain the deposit for that purpose.

### Conclusion

The Tenant vacated the rental unit such that an Order of Possession was not required.

The Landlord is authorized to retain the Tenant's security deposit towards the cost of cleaning and repair of the rental unit.

The Landlord's claim for unpaid rent and recovery of the filing fee is granted. In furtherance of this the Landlord is granted a Monetary Order in the amount of **\$1,100.00**. This Order must be served on the Tenant and may be filed in the B.C. Provincial Court (Small Claims Division).

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: March 20, 2020

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Residential Tenancy Branch