



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes Landlord: MNR OPR MNSD FF
Tenant: CNC MT OT FF

Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the parties under the *Residential Tenancy Act* (the “Act”).

The Landlord’s Application for Dispute Resolution was made on March 2, 2020 (the “Landlord’s Application”). The Landlord applied for the following relief, pursuant to the *Act*:

- an order of possession for unpaid rent or utilities;
- a monetary order for unpaid rent or utilities;
- an order permitting the Landlord to retain the security deposit; and
- an order granting recovery of the filing fee.

The Tenant’s Application for Dispute Resolution was made on February 19, 2020 (the “Tenant’s Application”). The Tenant applied for the following relief, pursuant to the *Act*:

- an order cancelling a notice to end tenancy for cause;
- an order granting more time to dispute the notice to end tenancy for cause;
- an order that the Landlord return the Tenant’s personal property; and
- an order granting recovery of the filing fee.

The Landlord attended the hearing and provided affirmed testimony. The Tenant did not attend the hearing. Accordingly, I find the Tenant’s Application is dismissed without leave to reapply. It has not been considered further in this decision.

The Landlord testified the Landlord's Notice of Dispute Resolution Proceeding package was served on the Tenant in person on or about March 9, 2020. In the absence of evidence to the contrary I find these documents were served on and received by the Tenant on that date.

The Landlord was provided with 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 and to which I was referred. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Preliminary and Procedural Matters

During the hearing the Landlord confirmed the Tenant vacated the rental unit on May 1, 2020. Accordingly, it has not been necessary to address the Landlord's request for an order of possession.

Issues

1. Is the Landlord entitled to a monetary order for unpaid rent or utilities?
2. Is the Landlord entitled to an order permitting the Landlord to retain the security deposit?
3. Is the Landlord entitled to an order granting recovery of the filing fee?

Background and Evidence

The Landlord testified the tenancy began on January 1, 2020 and that the Tenant vacated the rental unit on May 1, 2020. According to the Landlord, the Tenant advised of her intention to vacate the rental unit only 4-5 days previous. During the tenancy, rent in the amount of \$800.00 per month was due on the first day of each month. The Tenant paid a security deposit in the amount of \$400.00. However, the Landlord testified that \$100.00 was returned to the Tenant when she agreed to move out and that the Landlord currently holds only \$300.00.

The Landlord testified the Tenant did not pay rent when due on February 1, March 1, April 1, and May 1, 2020, and that \$3,200.00 (\$800.00 x 4 months) remains outstanding. The Landlord also requested \$100.00 in recovery of the filing fee and that the remainder of the security deposit held be applied to any monetary award granted.

The Tenant did not attend the hearing to dispute the Landlord's evidence.

Analysis

Based on all of the above, the evidence and testimony, and on a balance of probabilities, I find:

Section 26 of the *Act* confirms that a tenant must pay rent when due under a tenancy agreement, whether or not a landlord complies with the *Act*, the regulations or the tenancy agreement, unless the tenant has a right under the *Act* to deduct all or a portion of the rent.

In this case, I find that rent became due on the first day of each month. Further, I find the Tenant did not pay rent as claimed by the Landlord and that rent in the amount of \$3,200.00 remains outstanding. There is no evidence before me to conclude the Tenant had a right under the *Act* to deduct all or a portion of rent. Therefore, I find the Landlord is entitled to a monetary award in the amount of \$3,200.00 for unpaid rent. Having been successful, I also find the Landlord is entitled to recover the \$100.00 filing fee paid to make the Landlord's Application. I also order that the balance of the security deposit held be applied in partial satisfaction of the Landlord's claim.

Pursuant to section 67 of the *Act*, the Landlord is granted a monetary order in the amount of \$3,000.00, which has been calculated as follows:

Claim	Award
Unpaid rent:	\$3,200.00
Filing fee:	\$100.00
<i>LESS</i> security deposit:	(\$300.00)
TOTAL:	\$3,000.00

Conclusion

The Tenant's Application is dismissed without leave to reapply.

The Landlord is granted a monetary order in the amount of \$3,000.00. The monetary order may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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: May 7, 2020

Residential Tenancy Branch