



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Century 21 In Town Realty and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes: OPR, MNR, MNDS, FF

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for an order of possession and for a monetary order for unpaid rent, the filing fee and to retain the deposits. Both parties attended this hearing and were given a full opportunity to be heard, to present affirmed testimony and to call witnesses. The landlord was represented by their agent and the tenant was accompanied by his agent.

As both parties were in attendance, I confirmed service of documents. The tenant confirmed receipt of the landlord's evidence and stated that he had sent his evidence to the landlord by email. The landlord denied having received the tenant's evidence and the tenant could not recall the date that he had sent it. Accordingly, the tenant's evidence was not used in the making of this decision. I find that the tenant was served with evidentiary materials in accordance with sections 88 and 89 of the *Act*.

At the start of the hearing, the landlord informed me that the parties had attended a hearing on May 26, 2020 and in a decision dated the same date, the landlord was granted an order of possession. Therefore, this hearing dealt solely with the landlord's application for unpaid rent, the filing fee and to retain the deposits.

Issues to be decided

Is the landlord entitled to a monetary order to recover unpaid rent and the filing fee? Is the landlord entitled to retain the deposits in partial satisfaction of the claim?

Background and Evidence

The background facts are generally undisputed. The tenancy started in July 2018. The current monthly rent is \$3,200.00 due in advance on the first of each month. Prior to moving in the tenant paid a security deposit of \$1,500.00 and a pet deposit of \$1,500.00.

The landlord stated that the tenant owed rent in the amount of \$200.00 for September 2019 and the tenant was allowed to live rent free for the months of December 2019 and January 2020. The landlord gave the tenant a rent reduction of \$1,000.00 for the months of February and March 2020. On March 20, 2020 the landlord served the tenant with notice to end tenancy for unpaid rent. The tenant disputed the notice and the matter was heard on May 26, 2020. The landlord was granted an order of possession.

The tenant continues to occupy the rental unit without paying rent and agreed that he had received a total of \$8,400 in reduced or rent-free stay. The tenant also agreed that as of the date of the hearing, he owed \$14,200.00 in unpaid rent. The landlord is applying for a monetary order in the amount of \$14,200.00 for unpaid rent plus \$100.00 for the filing fee. The landlord has also applied to retain the deposits towards unpaid rent.

Analysis

Based on the sworn testimony of both parties, I find that the tenant agreed that he owes the landlord \$14,200.00 for unpaid rent. Since the landlord has proven her claim she is entitled to the recovery of the filing fee of \$100.00

Overall the landlord has established a claim of \$14,300.00. I order that the landlord retain the security and pet deposits of \$3,000.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$11,300.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order for **\$11,300.00**.

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: June 09, 2020