



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNRL-S, FFL

Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for unpaid rent or utilities, to retain all or part of the security deposit, and to recover the fee for filing this Application for Dispute Resolution.

The Landlord stated that on February 06, 2020 the Dispute Resolution Package and evidence the Landlord submitted to the Residential Tenancy Branch on February 06, 2020 was sent to the Tenants, via registered mail. The Tenants acknowledged receipt of these documents and the evidence was accepted as evidence for these proceedings.

The parties were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. Each party affirmed that they would provide the truth, the whole truth, and nothing but the truth at these proceedings.

Issue(s) to be Decided

Is the Landlord entitled to a monetary Order for unpaid rent or unpaid utilities and to retain all or part of the security deposit?

Background and Evidence

The Landlord and the Tenants agree that:

- this tenancy began on November 01, 2019;
- the Tenants were required to pay monthly rent of \$1,500.00 by the first day of each month;
- the Tenants paid a security deposit of \$750.00;
- the Tenants did not pay rent when it was due on January 01, 2020;
- on January 06, 2020 the Landlord personally served the male Tenant with a Ten Day Notice to End Tenancy for Unpaid Rent or Utilities; and

- the rental unit was vacated on January 19, 2020.

Analysis

On the basis of the undisputed evidence, I find that the Tenants entered into a tenancy agreement with the Landlord that required them to pay rent of \$1,500.00 by the first day of each month and that they have not paid the rent that was due on January 01, 2020.

As the Tenants were required to pay rent of \$1,500.00 when it was due on January 01, 2020, pursuant to section 26(1) of the *Act*, I find that the Tenants must pay \$1,500.00 in outstanding rent to the Landlord. The Tenants are not entitled to a rent refund even though they vacated the unit prior to January 31, 2020.

I find that the Landlord's application has merit and that the Landlord is entitled to recover the cost of filing this Application for Dispute Resolution.

Conclusion

The Landlord has established a monetary claim, in the amount of \$1,600.00, which includes \$1,500.00 in unpaid rent and the filing fee of \$100.00. Pursuant to section 72(2) of the *Act*, I authorize the Landlord to keep the Tenants' security deposit of \$750.00, in partial satisfaction of the monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the balance of \$850.00. In the event the Tenants do not comply with this Order, it may be served on the Tenants, filed with the Province of British Columbia Small Claims 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 *Act*.

Dated: June 29, 2020

Residential Tenancy Branch