



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding ASSOCIA BRITISH COLUMBIA INC -  
RHOMEPM and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNR MNSD FF

### Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution made on June 9, 2020 (the "Application"). The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for unpaid rent or utilities;
- an order that the Landlord be permitted to retain the security deposit and/or pet damage deposit; and
- an order granting recovery of the filing fee.

The Landlord was represented at the hearing by C.D., and agent, who provided affirmed testimony. The Tenant did not attend the hearing.

On behalf of the Landlord, C.D. testified the Notice of Dispute Resolution Proceeding package was served on the Tenant by registered mail and email on June 11, 2020. Pursuant to sections 89 and 90 of the *Act*, documents served by registered mail are deemed to be received five days later. I find these documents are deemed to have been received by the Tenant on June 16, 2020.

On behalf of the Landlord, C.D. was given 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. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

1. Is the Landlord entitled to a monetary order for unpaid rent or utilities?
2. Is the Landlord entitled to retain the security deposit and/or pet damage deposit?
3. Is the Landlord entitled to recover the filing fee?

Background and Evidence

The tenancy agreement submitted into evidence confirms the month-to-month tenancy began on January 14, 2020 and was expected to continue to January 31, 2021. On behalf of the Landlord, C.D. testified that rent in the amount of \$1,932.00 per month was reduced to \$966.00 per month while the Tenant acted as a caretaker. C.D. testified the Tenant worked in this capacity from January 14 to February 27, 2020, on which date he was fired. C.D. testified that the Tenant paid a security deposit of \$483.00 that was entered on a Resident Ledger on February 13, 2020 but did not pay a pet damage deposit, despite what was indicated on the tenancy agreement. This testimony was supported by a copy of the tenancy agreement and a copy of the Resident Ledger.

On behalf of the Landlord, C.D. testified that total rent due from January 14 to July 31, 2020 is \$10,692.62, which has been calculated as follows:

<b>PERIOD</b>	<b>RENT DUE</b>
January 14-31, 2020:	Free rent (as per tenancy agreement)
February 1-27, 2020:	\$899.38 (\$966.00 pro-rated over 27 days)
February 28-29, 2020:	\$133.24 (\$1,932.00 pro-rated over two days)
March 1-31, 2020:	\$1,932.00
April 1-30, 2020:	\$1,932.00
May 1-31, 2020:	\$1,932.00
June 1-30, 2020:	\$1,932.00
July 1-31, 2020:	\$1,932.00
<b>TOTAL:</b>	<b>\$10,692.62</b>

However, C.D. testified the Tenant has paid only \$1,932.00 in two payments of \$966.00, entered on the Resident Ledger on February 20 and March 27, 2020. Other payments have been returned “NSF”.

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

### Analysis

Based on the affirmed oral testimony and documentary evidence, and on a balance of probabilities, I find:

Section 26(1) of the *Act* confirms:

*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.*

[Reproduced as written.]

I find the Tenant did not pay rent when due as alleged by the Landlord. Specifically, I find the Tenant owes rent totalling \$10,692.62 for the period from January 14 to July 31, 2020 but has paid only \$1,932.00. Therefore, I find the Landlord has established an entitlement to unpaid rent in the amount of \$8760.62 (\$10,692.62 - \$1,932.00). Having been successful, the Landlord is also entitled to recover the \$100.00 filing fee paid to make the Application. However, in the circumstances, I find that the Landlord may retain the \$483.00 security deposit paid until the tenancy ends in accordance with the *Act*. Pursuant to section 67 of the *Act*, I grant the Landlord a monetary order in the amount of \$8,860.62, which is comprised of \$8760.62 in unpaid rent and \$100.00 in recovery of the filing fee.

### Conclusion

The Landlord is granted a monetary order in the amount of \$8,860.62. 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: July 13, 2020

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Residential Tenancy Branch