



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Mooney Supply Partnership
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

TT: MNDCT

LL: MNRL, FFL

Introduction

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

The Tenant’s Application for Dispute Resolution was made on March 11, 2020 (the “Tenant’s Application”). The Tenant applied for the following relief, pursuant to the *Act*:

- a monetary order for damage or compensation.

The Landlord’s Application for Dispute Resolution was made on April 30, 2020 (the “Landlord’s Application”). The Landlord applied for the following relief, pursuant to the *Act*:

- a monetary order for unpaid rent; and
- an order granting recovery of the filing fee.

The Tenant and the Landlord’s Agents attended the hearing at the appointed date and time. At the beginning of the hearing, the parties acknowledged receipt of their respective Application packages and documentary evidence. No other issues were raised with respect to service or receipt of these documents during the hearing. Pursuant to section 71 of the *Act*, I find the above documents were sufficiently served for the purposes of the *Act*.

Preliminary Matters

At the start of the hearing, the parties acknowledged that they had a previous dispute resolution hearing in which the Tenant’s monetary claims were severed and therefore dismissed with leave to reapply. The Tenant stated that she has reapply for those

claims in this hearing and intended to rely on evidence that was included in the previous hearing. The Tenant confirmed that she did not resubmit the evidence she intended to rely on during this hearing for my consideration. As such, the Tenant elected to withdraw her Application in order to re-apply and to include the evidence in support of her Application. The Tenant's Application was withdrawn accordingly. The hearing continued based on the Landlord's Application.

Issue(s) to be Decided

1. Is the Landlord entitled to a monetary order for unpaid rent, pursuant to Section 67 of the *Act*?
2. Is the Landlord entitled to an order granting recovery of the filing fee, pursuant to Section 72 of the *Act*?

Background and Evidence

The parties testified and agreed that the tenancy was meant to begin on November 1, 2019, however, the Tenant was permitted to take early possession of the rental unit at no extra charge. The Tenant was required to pay rent in the amount of \$650.00 which was due to be paid to the Landlord on the first day of each month. The Tenant paid a security deposit in the amount of \$325.00, which has since been returned to the Tenant.

The parties testified and agreed that the Tenant was also an employee of the Landlord and that the Landlord provided rental accommodations during the Tenant's employment. The parties agreed that there was a flood in the rental unit on December 9, 2019. The Landlord's Agents stated that they offered the Tenant alternate accommodations, which were more expensive, however, maintained the agreed upon monthly rent. The Landlord's Agents stated that the Tenant remained in the alternate accommodations up until December 30, 2019, at which point she moved out, ending the tenancy.

The Landlord's Agents stated that they only charged the Tenant a pro-rated amount of rent in the amount of \$629.03 for December 2019, as she only occupied the alternate accommodations until December 30, 2019. The Landlord's Agents stated that the Tenant failed to pay rent in full during November and December 2019. As such, the Landlord is seeking monetary compensation in the amount of \$335.03, which represents the remaining portion of unpaid rent. The Landlord provided proof of payments made by the Tenant to the Landlord as well as a rent ledger in support.

The Tenant stated that she did not ask for alternate accommodations and that the tenancy ended on December 9, 2019 after the flood occurred. The Tenant stated that her tenancy was devalued as a result of her having to move to the alternate accommodations. Furthermore, the Tenant stated that the Landlord deducted the remaining balance of unpaid rent from her last paycheck. The Tenant did not provide any documentary evidence in support of this testimony.

Analysis

Based on the 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.

In this case, I accept that the parties agreed that rent in the amount of \$650.00 was due to the Landlord on the first day of each month. In this case, I find that the Tenant did not pay the full amount of rent due to the Landlord. While I accept that the flood which occurred on December 9, 2019 displaced the Tenant, I find that the Tenant was still required to pay rent to the Landlord for December 2019.

During the hearing, the Landlord's Agents stated that the rent for December 2019 was reduced to \$629.03, as the Tenant did not occupy the accommodations for the full month. I accept that the Tenant failed to pay rent in the amount of \$335.03 and find that the Tenant has provided insufficient evidence to demonstrate that this amount was deducted from her paycheck.

I find the Landlord has established an entitlement to a monetary award for unpaid rent in the amount of \$335.03. Having been successful, I also find the Landlord is entitled to recover the \$100.00 filing fee paid to make the Application.

Pursuant to section 67 of the *Act*, I find the Landlord is entitled to a monetary order in the amount of \$435.03, which has been calculated as follows:

Claim	Amount
Unpaid rent:	\$335.03
Filing fee:	\$100.00
TOTAL:	\$435.03

Conclusion

The Tenant had breached the Act by not paying rent when due to the Landlord. The Landlord is granted a monetary order in the amount of \$435.03. The monetary order should be served to the Tenant as soon as possible and 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 17, 2020

Residential Tenancy Branch