



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, FFL

### Introduction

On June 11, 2020, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) seeking a monetary order for unpaid rent; and to recover the filing fee.

The matter was set for a conference call hearing. The Landlord and Tenant attended the teleconference hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained. The evidence was reviewed and confirmed received by each party. The parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to present affirmed oral testimony and to make submissions during the hearing.

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

- Is the Landlord entitled to a monetary order to recover unpaid rent?
- Is the Landlords entitled to recover the cost of the filing fee?

### Background and Evidence

The Landlord and Tenant provided testimony that the tenancy began on December 22, 2016, as a fixed term tenancy to continue until September 1, 2018. The tenancy continued thereafter on a month to month basis. Rent in the amount of \$1,850.00 is to be paid to the Landlord by the first day of each month. The Tenant paid the Landlord a security deposit of \$925.00.

The Landlord and Tenant provided a copy of the tenancy agreement.

The Landlord is seeking a monetary order for unpaid rent. The Landlord testified that the Tenant has not paid all the rent owing under the tenancy agreement for the following months:

<u>Month</u>	<u>Rent Paid</u>	<u>Rent Owing</u>
May 2020	\$500.00	\$1,350.00
June 2020	\$500.00	\$1,350.00
July 2020	\$500.00	\$1,350.00
total	\$1,500.00	\$4050.00

The Landlord provided copies of the electronic money transfers he received from the Tenant for May, June and July 2020.

In reply, the Tenant provided affirmed testimony that she lost her job due to the covid pandemic. The Tenant confirming that she only paid the Landlord \$1,500.00 towards May, June and July rent. The Tenant acknowledged that she owes the Landlord the amount of rent he is seeking.

### Analysis

Section 26 of the Act provides that 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.

Based on the evidence before me, the testimony of the Landlord and Tenant, and on a balance of probabilities, I make the following findings:

I find that the parties entered into a tenancy agreement that requires the Tenant to pay rent of \$1,850.00 by the first day of each month. I find that the Tenant did not pay all the rent when it was due under the tenancy agreement.

The Tenant remains living in the rental unit and I find that the Tenant owes the Landlord the amount of \$4,050.00 in unpaid rent.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. I order the Tenant to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution.

I grant the Landlord a monetary order in the amount of \$4,150.00. This monetary order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court. The Tenant is cautioned that costs of such enforcement are recoverable from the Tenant.

Conclusion

The Tenant failed to pay all the rent owing under the tenancy agreement.

The Landlord has established a monetary claim for unpaid rent and the recovery of the filing fee in the amount of \$4,150.00. I grant the Landlord a monetary order in the amount of \$4,150.00.

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: July 09, 2020

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Residential Tenancy Branch