



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Cascadia Apartment rentals LTD and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes

MNR MNSD FF

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution. The participatory hearing was held on August 31, 2020. The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for unpaid rent or utilities
- authorization to retain all or a portion of the Tenant's security deposit in satisfaction of the monetary order requested pursuant to section 38;

The Landlord provided testimony at the hearing. The Tenant did not attend the hearing.

The Landlord testified that she sent a copy of the Notice of Hearing along with supporting documentary evidence to the Tenant on April 30, 2020, by registered mail. The Landlord provided a copy of the registered mailing receipt. I find the Tenant received this package on May 5, 2020, the fifth day after its registered mailing, pursuant to Section 90 of the *Act*.

The Landlord has requested to amend her application to include rent that has accrued since the original application date. I turn to the following Rules of Procedure (4.2):

Amending an application at the hearing

In circumstances that can reasonably be anticipated, such as when the amount of rent owing has increased since the time the Application for Dispute Resolution was made, the application may be amended at the hearing.

In consideration of this, I allow the Landlord to amend her application accordingly.

The Landlord was provided 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

- Is the Landlord entitled to compensation for unpaid rent or utilities?
- Is the Landlord entitled to keep the security deposit to offset the unpaid rent?

Background and Evidence

The Landlord testified that monthly rent is \$1,178.00, and is due on the first of the month. The Landlord testified that she holds a security deposit in the amount of \$575.00.

The Landlord stated that the Tenant is actively moving out of the rental unit, on the day of this hearing. The Landlord stated that the Tenant gave his Notice last month, and after today, he will be moved out completely. The Landlord stated that the Tenant failed to pay any rent for April, June, July, or August of 2020. The Landlord stated she received May rent in full. In summary, the Landlord stated the Tenant now owes 4 months worth of rent, totalling \$4,712.00.

Analysis

Based on the unchallenged testimony and documentary evidence, and on a balance of probabilities, I find as follows:

Section 26 of the *Act* confirms that a Tenant must pay rent when it is due unless the Tenant has a right under the *Act* to deduct all or a portion of rent (security deposit overpayment, emergency repairs paid for by the Tenant, illegal rent increases, or another Order by an Arbitrator).

With respect to the Landlord's request for a Monetary Order for unpaid rent, I find there is sufficient evidence from the Landlord's undisputed documentary evidence and testimony before me to demonstrate that the Tenant owes and has failed to pay \$4,712.00 in rent for April, June, July, and August 2020.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. As the Landlord was substantially successful with the application, I order the Tenant to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution. Also, I authorize the Landlord to retain the security deposit to offset the other money owed.

In summary, I grant the monetary order based on the following:

Claim	Amount
Unpaid rent	\$4,712.00
Filing Fee	\$100.00
Less:	
Security Deposit currently held by Landlord	(\$575.00)
TOTAL:	\$4,237.00

Conclusion

The Landlord is granted a monetary order pursuant to Section 67 in the amount of **\$4,237.00**. This order must be served on the Tenant. If the Tenant fails to comply with this order the Landlord may file the order in the Provincial Court (Small Claims) and be 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 *Residential Tenancy Act*.

Dated: August 31, 2020

Residential Tenancy Branch