



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** MNRL-S, FFL

### **Introduction**

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("the *Act*") for:

- a monetary order for money owed under the *Act*, regulation or tenancy agreement pursuant to section 67; and
- authorization to recover the filing fee for this application, pursuant to section 72

The tenant did not attend this hearing, although I left the teleconference hearing connection open until 1:40 p.m. in order to enable the tenant to call into this teleconference hearing scheduled for 1:30 p.m. The landlord's advocate attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. During the hearing, I also confirmed from the online teleconference system that the landlord's advocate and I were the only ones who had called into this teleconference.

The landlord's advocate testified that the tenant was personally served with a copy of the dispute resolution hearing package ("Application") and evidence. The landlord was unable to confirm the exact date the tenant was served. In accordance with sections 88 and 89 of the *Act*, I find the tenant duly served with the landlord's dispute resolution package. The tenant did not submit any written evidence for this hearing.

Although the landlord applied for a Monetary Order of \$11,480.00 in their initial application, another \$10,980.00 in rent has become owing that was not included in the original application. I have accepted the landlord's request to amend their original application from \$11,480.00 to \$22,460.00 (plus \$100.00 filing fee) to reflect the additional unpaid rent that became owing by the time this hearing was convened.

### **Issues to be Decided**

Is the landlord entitled to a monetary award for unpaid rent or money owed?

Is the landlord entitled to recover the filing fee for this application?

### **Background and Evidence**

This month-to-month tenancy began on May 31, 2014, with monthly rent currently set at \$3,620.00, payable on the first of every month. The landlord collected a security deposit in the amount of \$2,900.00, which they still hold.

The landlord is seeking a monetary order for unpaid rent from the tenant. The landlord confirmed that the tenant owes \$11,480.00 in unpaid rent for the period of December 1, 2019 to April 30, 2020. The landlord provided a breakdown of partial payments made by the tenant in their evidentiary materials. Since the landlord filed their application, the tenant has only made partial payments.

The landlord testified that the tenant paid \$500.00 on May 1, 2020, \$500.00 on May 2, 2020, \$600.00 on June 2, 2020, \$700.00 on June 18, 2020, \$200.00 on June 19, 2020, \$600.00 on July 22, 2020, and \$500.00 on August 3, 2020. The tenant now owes \$22,460.00 in outstanding rent as of the hearing date. The landlord is seeking a monetary order for unpaid rent, as well as recovery of the filing fee for this application.

### **Analysis**

Section 26 of the Act, in part, states as follows:

#### **Rules about payment and non-payment of rent**

**26** (1) 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.

The landlord provided undisputed evidence that the tenant failed to pay outstanding rent in the sum of \$22,460.00 for the period of December 2019 to August 2020. On this basis, the landlord's application for a monetary order of \$22,460.00 is granted. I also allow the landlord to recover the filing fee.

Please note that payment of this unpaid rent is subject to any applicable regulation, legislation, or orders in place during this period. Please refer to the following links:

<https://www2.gov.bc.ca/assets/gov/housing-and-tenancy/residential-tenancies/temporary/covidreg.pdf>

<https://www2.gov.bc.ca/gov/content/housing-tenancy/residential-tenancies/covid-19>

The landlord continues to hold the tenant's security deposit of \$2,900.00. In accordance with the offsetting provisions of section 72 of the *Act*, I order the landlord to retain the tenant's security deposit in partial satisfaction of the monetary claim.

### **Conclusion**

I issue a \$19,660.00 Monetary Order in favour of the landlord, which allows the landlord to recover unpaid rent, the filing fee for this application, and also allows the landlord to retain the tenant's security deposit in partial satisfaction of the monetary claim.

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 11, 2020

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Residential Tenancy Branch