



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, FFL

Introduction

On April 6, 2020, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) seeking a monetary order for unpaid rent; to keep the security deposit, and to recover the filing fee.

This matter was set for hearing by telephone conference call at 1:30 pm on this date. The Landlords attended the hearing; however, the Tenants did not. The line remained open while the phone system was monitored for eleven minutes and the Tenants did not call into the hearing during this time.

The Landlord provided affirmed testimony that he served the Tenant Mr. M.K. with the Notice of Dispute Resolution Proceeding document at 11:45 am on April 9, 2020. He testified that the Tenant would not answer the door, so he attached the hearing documents to the door. The Landlord testified that he observed that the Tenant and that he had retrieved the documents from the door approximately 20 minutes later.

I find that the Tenant was sufficiently served with the notice of the hearing in accordance with sections 89 and 90 of the Act.

The Landlords provided affirmed oral testimony and to made 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 Landlords entitled to a monetary order to recover unpaid rent?
- Can the Landlords keep the security deposit towards their claims?
- Is the Landlords entitled to recover the cost of the filing fee?

Background and Evidence

The Landlord testified that the tenancy began on August 1, 2019, as a one-year fixed term tenancy. Rent in the amount of \$1200.00 was to be paid to the Landlord by the first day of each month. The Tenants paid the Landlord a security deposit of \$600.00. The Landlord provided a copy of the tenancy agreement.

The Landlord testified that the Tenants only paid \$600.00 towards the \$1200.00 March 2020 rent. The Landlords are seeking to recover a loss of rent in the mount of \$600.00.

The Landlords testified that the Tenants lived in the rental unit until June 9, 2020 but did not pay any rent owing under the tenancy agreement for the months of April, May and June 2020. The Landlord requested that the Landlords application be amended to include a loss of rent in the amount of \$3600.00 for the months of April, May and June 2020.

The Landlord is seeking a monetary order for unpaid rent in the amount of \$4,200.00 for the above-mentioned months.

The Landlords have requested to keep the security deposit of \$600.00 towards unpaid March 2020 rent.

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 on a balance of probabilities, I make the following findings:

I find that the tenancy agreement requires the Tenants to pay rent of \$1200.00 each month to the Landlords. I find that the tenants vacated the rental unit on June 9, 2020 and are responsible to pay the rent to the Landlord.

I accept the Landlords testimony that the rent was not paid for half of March 2020 and was not paid for April, May and June 2020. I find that the Tenant are aware that the tenancy agreement requires them to pay the rent and I find that they lived in the rental

unit without paying the rent and therefore it is reasonable to allow the Landlord to amend the application to include the monetary claim for unpaid rent.

I find that the Tenants owe the Landlord the amount of \$4,200.00 in unpaid rent. I authorize the Landlords to keep the security deposit of \$600.00 towards the unpaid March 2020 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 Tenants to repay the \$100.00 fee that the Landlords paid to make application for dispute resolution.

I find that the Landlord has established a total monetary claim of \$3,700.00 comprised of \$3,600.00 in unpaid rent and the \$100.00 fee paid by the Landlords for this hearing.

Pursuant to section 67 of the Act, I grant the Landlord a Monetary Order in the amount of \$3,700.00. Should the Tenants fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court. However, I caution the Landlords that pursuant to Division 1 of the Covid Regulation (Ministerial Order 449) the payments for rent owed for the period of the state of emergency are subject to the required terms of a repayment plan for affected rent. The Landlords must present a payment plan to the Tenant. If the Landlords require more details on how to set up the repayment plan, they should visit the RTB Website or contact the RTB and speak to an Information Officer.

Conclusion

The Tenants failed to pay the rent owing under the tenancy agreement.

The Landlords established a monetary claim in the amount of \$4,300.00. I order that the Landlord can keep the security deposit in the amount of \$600.00 in partial satisfaction of the Landlord's claim.

I grant the Landlord a monetary order in the amount of \$3,700.00.

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: August 11, 2020

Residential Tenancy Branch