



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for a monetary order for unpaid rent and to recover the cost of the filing fee.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

Preliminary matter

In this case, the landlord filed an amendment to their application; however, I find that amendment does not comply with section 59 of the Act, as it does not provide the full particulars of the claim. Therefore, I decline to hear the issue of loss of rent and damages to the rental unit. The landlord is at liberty to make an application for these items, they must ensure the full particulars of their claim are in their application. A monetary worksheet is not the application.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent?

Background, Evidence and Analysis

The tenancy began on September 1, 2016. Rent in the amount of \$5,200.00 was payable on the first of each month. A security deposit of \$2,500.00 and a pet damage deposit of \$2,500.00 were paid by the tenants.

The parties were at a previous hearing and the landlord was granted a monetary order in the amount of \$9,500.00 for unpaid rent. The Arbitrator did not offset the security deposit and pet damage deposit with the amount owed only because the tenancy had not ended.

The tenant stated that due to the state of emergency their income went to zero. The parties agreed that the rent for June and July 2020, was not paid and the amount owed for unpaid rent is the amount of \$10,400.00. Therefore, I find the landlord is entitled to recover unpaid rent for June and July 2020, in the amount of **\$10,400.00**.

I find the landlord has established a total monetary claim of **\$10,500.00** comprised of the above amount and the \$100.00 they paid for filing their application.

Although, I indicated during the hearing that the landlord should be applying the security deposit and pet damage deposit to offset the monetary order made on May 28, 2020. However, as that has not been done and that matter is before the Provincial Court. I find it appropriate to offset the security deposit of \$2,500.00 and pet damage deposit of \$2,500.00 with the above monetary claim that has been granted at this hearing.

I order that the landlord retain the said deposits in partial satisfaction of the claim, and I grant the landlord an order under section 67 of the Act for the balance due of **\$5,500.00**.

This 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 landlord is granted a monetary order in the above noted amount.

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 28, 2020

Residential Tenancy Branch