



# 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. A participatory hearing was held on September 8, 2020. The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for unpaid rent or utilities;
- permission to retain the security deposit to offset the rent she is owed; and,
- to recover the filing fee from the Tenant for the cost of this application.

The Landlord attended the hearing. However, the Tenant did not attend. The Landlord stated that she sent her Notice of Dispute Resolution Proceeding and evidence to the Tenant by registered mail on May 11, 2020. The Landlord provided proof of mailing. Pursuant to section 89 and 90 of the Act, I find the Tenant is deemed served with this package 5 days after it was mailed, May 16, 2020.

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.

### **Issue(s) 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 stated that monthly rent is \$1,306.00, and is due on the first of the month. The Landlord holds a security deposit of \$575.00 and a pet deposit of \$575.00. The Landlord stated that she never received any rent for the month of May 2020.

The Landlord explained that the Tenant never gave written Notice that she would be leaving but the Landlord found out in late May that the Tenant had vacated the rental unit, without paying May rent, and without giving any Notice. The Landlord stated she was able to re-rent the unit for June 2020, but given the short Notice, and the fact that no rent was paid for May 2020, she is seeking compensation equivalent to may rent, \$1,306.00.

### Analysis

A party that makes an application for monetary compensation against another party has the burden to prove their claim.

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 \$1,306.00 in rent for May 2020. I accept the undisputed testimony that the Tenant left, mid-May, without giving the Landlord any written Notice, and also without paying any rent for May. I award the Landlord's claim, in full.

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 this 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 and pet deposit to offset the other money owed.

In summary, I find the Landlord is entitled to the following monetary order:

<b>Item</b>	<b>Amount</b>
Unpaid Rent	\$1,306.00
PLUS: Filing Fee	\$100.00
Subtotal:	\$1,406.00
LESS: Security and Pet Deposit	\$1,150.00
<b>Total Amount</b>	<b>\$256.00</b>

### Conclusion

The Landlord is granted a monetary order in the amount of **\$256.00**, as specified above. 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: September 08, 2020

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Residential Tenancy Branch