



# 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      MNRL-S, FFL

### Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution, made on May 13, 2020 (the "Application"). The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for unpaid rent;
- an order to retain the Tenant's security deposit; and
- an order granting recovery of the filing fee.

The hearing was scheduled for 1:30pm on September 14, 2020 as a teleconference hearing. The Landlord's Agents appeared and provided affirmed testimony. No one appeared for the Tenants. The conference call line remained open and was monitored for 14 minutes before the call ended. 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 Agents and I were the only persons who had called into this teleconference.

The Landlord's Agents testified the Application and documentary evidence package was served to the Tenant by email on May 13, 2020. Based on the oral and written submissions of the Landlord, I find the above-mentioned documents were sufficiently served in accordance with Section 71 of the Act. The Tenants did not submit documentary evidence in response to the Application.

The Landlord's Agents were given an 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

1. Is the Landlord entitled to a monetary order for unpaid rent, pursuant to Section 67 of the *Act*?
2. Is the Landlord entitled to an order granting the recovery of the filing fee, pursuant to Section 72 of the *Act*?

Background and Evidence

The Landlord's Agents testified and the tenancy between the parties began on September 1, 2018. Near the end of the tenancy, the Tenants were required to pay rent in the amount of \$1,845.00 which was due to the Landlord each month. The Tenants paid a security deposit in the amount of \$900.00 which the Landlord continues to hold. The tenancy ended on August 1, 2020. The Landlord provided a copy of the tenancy agreement in support.

The Landlord's Agents testified that the Tenants failed to pay rent in the amount of \$570.00 for the month of April 2020. Furthermore, the Landlord's Agents stated that the Tenants failed to pay any rent for May, June and July 2020. The Landlord's Agents stated that the Tenants owe \$6,105.00 in unpaid rent to the Landlord. The Landlord's Agents stated that the Tenants vacated the rental unit on August 1, 2020. The Landlord provided a copy of the rental ledger in support. As noted above, the Tenants did not attend the hearing to dispute the Landlord's evidence.

Analysis

Based on the unchallenged and affirmed oral testimony and documentary evidence, and on a balance of probabilities, I find;

Section 26(1) of the *Act* confirms:

*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.*

In this case I find that the Landlord has provided sufficient evidence to demonstrate that the Tenants failed to pay rent in full for April, May, June, and July 2020 in the amount of \$6,105.00. I find the Landlord has established an entitlement to a monetary award for unpaid rent in the amount of \$6,105.00. Having been successful, I also find the Landlord is entitled to recover the \$100.00 filing fee paid to make the Application. I further find it appropriate in circumstance to order that the Landlord retain the Tenants' security deposit held in partial satisfaction of the monetary award.

Pursuant to section 67 of the Act, I find the Landlord is entitled to a monetary order in the amount of \$5,305.00, which has been calculated as follows:

<b>Claim</b>	<b>Amount</b>
Unpaid rent:	\$6,105.00
Filing fee:	\$100.00
<i>Security Deposit</i>	<i>-\$900.00</i>
<b>TOTAL:</b>	<b>\$5,305.00</b>

### Conclusion

The Tenants have breached the Act by not paying rent when due to the Landlord. The Landlord is granted a monetary order in the amount of \$5,305.00. The monetary order should be served to the Tenants as soon as possible and may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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 14, 2020

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Residential Tenancy Branch