



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CANLEAD INTERNATIONAL TRAINING LTD. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

MNRL, MNDCL, MNDL-S

Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for money owed or compensation for damage or loss, for a monetary Order for unpaid rent, for a monetary Order for damage, and to retain the security deposit.

The Agent for the Landlord stated that on May 20, 2020 the Dispute Resolution Package and the evidence the Landlord submitted to the Residential Tenancy Branch on May 17, 2020 were sent to the Tenant, via email. Email service was permitted on May 20, 2020 due to the COVID-19 pandemic. The Tenant acknowledged receipt of these documents and the evidence was accepted as evidence for these proceedings.

On August 28, 2020 and September 01, 2020, the Landlord submitted evidence to the Residential Tenancy Branch. The Agent for the Landlord stated that this evidence was served to the Tenant, via registered mail, on September 01, 2020. The Tenant acknowledged receiving this evidence and it was accepted as evidence for these proceedings.

The parties were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. Each participant affirmed that they would provide the truth, the whole truth, and nothing but the truth at these proceedings.

Preliminary Matter #1

During the hearing the Agent for the Landlord withdrew the application for compensation related to bylaw fines.

Preliminary Matter #2

The Agent for the Landlord stated that the Landlord filed an Amendment to the Application for Dispute Resolution, in which the Landlord added a claim for unpaid rent for the months of June, July, and August of 2020. He stated that this Amendment was served to the Tenant on September 01, 2020.

The Tenant stated that she did not receive the Amendment to the Application for Dispute Resolution.

Regardless of whether the Tenant received the Amendment to the Application for Dispute Resolution, I find it reasonable to amend the Application for Dispute Resolution at the hearing to include the additional months of unpaid rent.

I find that it was reasonable for the Tenant to conclude that the Landlord would be seeking to recover all of the rent that is currently due during these proceedings, including unpaid rent that has accrued since the Application for Dispute Resolution was filed.

Issue(s) to be Decided

Is the Landlord entitled to compensation for unpaid rent?

Is the Landlord entitled to retain the security deposit?

Background and Evidence

The Landlord and the Tenant agree that:

- the tenancy began on December 01, 2019;
- the tenancy ended on **April August** 31, 2020;
- the Tenant paid a security deposit of \$2,100.00;
- effective February 01, 2020, rent of \$2,150.00 was due by the first day of each month;
- the Tenant did not pay rent for the period between April 01, 2020 and August 31, 2020;
- the Tenant agreed to pay monthly rent of \$2,100.00 by the first day of each month;
- the parties did not enter into a repayment agreement for the unpaid rent.

The Landlord is seeking compensation for unpaid rent, in the amount of \$10,750.00.

Analysis

Section 26 of the *Residential Tenancy Act (Act)* requires tenants to pay rent when it is due. On the basis of the undisputed rent, I find that the Tenant owes rent of \$10,750.00 for the period between April 01, 2020 and August 31, 2020. I therefore find that she must pay this amount to the Landlord, pursuant to section 26 of the *Act*.

Conclusion

The Landlord has established a monetary claim, in the amount of \$10,750.00, which includes \$10,750.00 in unpaid rent. Pursuant to section 72(2) of the *Act*, I authorize the Landlord to retain the Tenant's security deposit of \$2,100.00 in partial satisfaction of this monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the balance \$8,650.00. In the event the Tenant does not voluntarily comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims Court and 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 *Act*.

Dated: September 23, 2020

Corrected: October 08, 2020

Residential Tenancy Branch