



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL-S, FFL

Introduction

This hearing was scheduled to convene at 1:30 p.m. this date by way of conference call concerning an application made by the landlord seeking a monetary order for unpaid rent, an order permitting the landlord to keep all or part of the pet damage deposit or security deposit; and to recover the filing fee from the tenant for the cost of the application.

The landlord was represented at the hearing by an agent who gave affirmed testimony and the landlord provided evidentiary material in advance of the hearing. The landlord's agent was also accompanied by a colleague who observed only and did not take part in the hearing. However, the line remained open while the telephone system was monitored for 10 minutes prior to hearing any testimony and no one for the tenant attended the call.

The landlord's agent testified that the tenant was served with the Application for Dispute Resolution, evidence and notice of this hearing by registered mail on June 3, 2020 and has provided a copy of a Registered Domestic Customer Receipt as well as a Canada Post cash register receipt bearing that date, and a photograph of the package with the registered mail stickers. I am satisfied that the tenant has been served in accordance with the *Residential Tenancy Act*.

All evidence provided by the landlord has been reviewed and is considered in this Decision.

Issue(s) to be Decided

- Has the landlord established a monetary claim as against the tenant for unpaid rent?
- Should the landlord be permitted to keep the security deposit in partial satisfaction of the claim?

Background and Evidence

The landlord's agent testified that this fixed term tenancy began on September 1, 2018 and was to expire annually, however the tenancy ended by mutual agreement on May 27, 2020. Rent in the amount of \$925.00 was payable on the 1st day of each month. At the outset of the tenancy the landlord collected a security deposit from the tenant in the amount of \$450.00 which is still held in trust by the landlord, and no pet damage deposit was collected. The rental unit is an apartment in a complex close to a university which caters to students. A copy of the tenancy agreement has been provided for this hearing.

A move-in and move-out condition inspection report was completed by the parties and there were no damages at the end of the tenancy.

The landlord's agent further testified that the tenant fell into arrears of rent, having not paid any rent for April or May, 2020. The landlord was successful in re-renting for June 1, 2020, and the landlord claims \$1,850.00 and seeks to keep the \$450.00 security deposit in partial satisfaction. Copies of the returned payments from the financial institution have been provided as evidence for this hearing, as well as an email string between the parties wherein the tenant states that she cannot pay rent.

The landlord received a forwarding address from the tenant on June 3, 2020 by email requesting the security deposit, and the landlord filed this claim the same day. The landlord sent a copy of the hearing documents to the tenant by email as a courtesy and received an email response the same day from the tenant which contained an email address for the tenant's lawyer. The landlord's agent forwarded the Hearing Package to the tenant's lawyer by email but has not received any response.

Analysis

I have reviewed the evidentiary material of the landlord, including the email string and returned payments from the landlord's financial institution, and I accept the undisputed testimony of the landlord's agent that no rent was paid for April or May, 2020 and the tenancy ended on May 27, 2020. Therefore, I find that the landlord has established a monetary claim in the amount of \$1,850.00 for unpaid rent.

Since the landlord has been successful with the application, the landlord is also entitled to recovery of the \$100.00 filing fee.

I order the landlord to keep the \$450.00 security deposit in partial satisfaction, and I grant a monetary order in favour of the landlord as against the tenant pursuant to Section 67 of the *Residential Tenancy Act* for the difference, in the amount of \$1,500.00.

Conclusion

For the reasons set out above, I hereby order the landlord to keep the \$450.00 security deposit and I grant a monetary order in favour of the landlord as against the tenant pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$1,500.00.

This order is final and binding and may be enforced.

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 22, 2020

Residential Tenancy Branch