



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding EQUITEX REALTY LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNRL-S, FFL

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("Act") for:

- a monetary order for money owed or compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 67;
- authorization to retain the tenant's security deposit in partial satisfaction of the monetary order requested, pursuant to section 38; and
- an order authorizing the landlord the recovery of the filing fee for this application from the tenant pursuant to section 72.

The hearing was conducted via teleconference and was attended by the landlord. No one was in attendance on behalf of the tenant. The landlord submitted documentary evidence that the tenant was served notice of this application and this hearing by registered mail on June 19, 2020. Canada Post tracking information was submitted in the landlord's evidence that shows that the item was signed for and accepted by the tenant on June 22, 2020. Based on the submissions of the landlord, I find the tenant was served in accordance to section 89 of the *Act*. Therefore, I continued in the absence of the tenant.

Issue to be Decided

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

Is the landlord entitled to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary award requested?

Is the landlord entitled to the recovery of the filing fee?

Background, Evidence

The landlord's undisputed testimony is as follows. The tenancy began on June 1, 2014. The tenant was obligated to pay \$1182.00 per month in rent in advance on the first of each month and at the outset of the tenancy the tenant paid a \$525.00 security deposit which the landlord still holds. The landlord testified that the tenant didn't pay the rent from April 2020 to October 2020; inclusive. The landlord testified that he offered numerous options and repayment plan options to the tenant, but to no avail. The landlord testified that the tenant abandoned the unit a day before this hearing and he has now taken back possession of the unit. The landlord seeks \$8274.00 in unpaid rent and the recovery of the \$100.00 filing fee.

Analysis

Section 26 of the Act addresses the issue before me as follows:

Rules about payment and non-payment of rent

26 (1)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.

Despite the landlords offers to assist the tenant and facilitate a repayment plan due to the COVID – 19 pandemic, the tenant chose to abandon the unit and not pay the rent as required. I find that the landlord is entitled to \$8274.00 in unpaid rent for the months of April 2020-October 2020; inclusive. The landlord is also entitled to the recovery of the \$100.00 filing fee for this hearing.

Conclusion

The landlord has established a claim for \$8374.00. I order that the landlord retain the \$525.00 security deposit in partial satisfaction of the claim, and I grant the landlord an order under section 67 for the balance due of \$7849.00. This order may be filed in the 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 *Residential Tenancy Act*.

Dated: October 06, 2020

Residential Tenancy Branch