



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Royal York Capital Ltd. and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNRL -S, MNDL -S, FFL

Introduction

This hearing was scheduled to deal with a landlord's application for compensation for unpaid rent and damage to the rental unit; and, authorization to retain the tenant's security deposit. The landlord's agent appeared for the hearing; however, there was no appearance on part of the tenant.

Since the tenant did not appear, I explored service of the proceeding package upon the tenant. The landlord's agent testified the tenant was served with notification of this proceeding by way of an email sent on June 17, 2020. The landlord's agent also testified that the tenant had responded to the landlord's email the same day, via email.

The Director authorized parties to serve documents via email between March 30, 2020 until June 24, 2020 due to the COVID-19 pandemic. However, parties remain obligated to prove they served the other party even if they sent documents by email.

I had not been provided documentary proof of service prior to the hearing and I ordered the landlord to provide me with a copy of the email sent to the tenant and the tenant's response, which he did. Upon review of the landlord's email sent to the tenant and the tenant's responses, I was satisfied the tenant was served with notification of the landlord's claims on June 17, 2020 and I continued to hear from the landlord without the tenant present.

Th landlord withdrew the claim for compensation for damage to the rental unit during the hearing and I did not give further consideration to any such claim.

Issue(s) to be Decided

1. Has the landlord established an entitlement to compensation for unpaid rent, as claimed against the tenant?
2. Is the landlord authorized to retain the tenant's security deposit?
3. Award of the filing fee.

Background and Evidence

The parties entered into a written tenancy agreement for a tenancy that commenced on November 1, 2019. The tenant paid a security deposit of \$525.00 and the tenant was required to pay rent of \$1050.00 on the first day of every month.

The landlord submitted the tenant paid \$200.00 toward rent for May 2020 but did not pay the balance owing for May 2020. Nor, did the tenant pay any rent for June 2020. The tenant vacated the rental unit on Jun 30, 2020.

The landlord seeks to recover the unpaid rent of \$850.00 for the month of May 2020 and \$1050.00 for the month of June 2020.

I noted that in the tenant's email responses of June 17, 2020 the tenant mentions credit for hours worked and rent being \$800.00. The landlord testified that the landlord had been giving the tenant a credit, applied against the rent obligation, for cleaning the hallways after she would submit images showing the work she had done. The last month the tenant provided proof of cleaning hallways and submitted images to the landlord and was given credit for cleaning was for the month of April 2020. The landlord submitted the tenant did not clean the property or submit proof of doing so for the months of May 2020 and June 2020 so no credit was applied.

Documentary evidence provided for this proceeding included a copy of the tenancy agreement and an etransfer from the tenant for \$200.00 on May 14, 2020 with the notation "partial payment...until EI fixed".

Analysis

Under section 26 of the Act, a tenant is required to pay rent when due in accordance with their tenancy agreement, even if the landlord has violated the Act, regulations or tenancy agreement, unless the tenant has a legal right to withhold rent.

Upon review of the tenancy agreement, I accept the tenant was required to pay rent of \$1050.00 on the first day of every month. I accept the unopposed evidence the tenant made a partial payment of \$200.00 for May 2020 but nothing further was paid for May 2020 and June 2020 rent was not paid. The tenant did not appear for the hearing and present a basis for not paying rent otherwise due under the tenancy agreement. Therefore, I find the landlord is entitled to recover unpaid rent in the sum of \$1900.00 from the tenant.

I authorize the landlord to retain the tenant's security deposit in partial satisfaction of the rent owed to the landlord. I also award the landlord recovery of the \$100.00 filing fee paid for this application.

In light of the above, the landlord is provided a Monetary Order to serve and enforce upon the tenant, calculated as follows:

Unpaid rent – May 2020	\$ 850.00
Unpaid rent – June 2020	1050.00
Filing fee	100.00
Less: security deposit	<u>(525.00)</u>
Monetary Order	\$1475.00

Conclusion

The landlord is authorized to retain the tenant's security deposit and is provided a Monetary Order for the balance of \$1475.00 to serve upon the tenant.

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 13, 2020

Residential Tenancy Branch