



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding VANCOUVER LUXURY REALTY and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDL, MNRL-S, FFL

Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution filed under the *Residential Tenancy Act* (the "Act"), made on June 24, 2020. The Landlord applied for a monetary order for damage caused by the tenant, their pets or guests to the unit, site or property, for a monetary order for unpaid rent, for permission to retain the security deposit and to recover the filing fee paid for the application. The matter was set for a conference call.

The Landlord's Property Manager, the Landlord's Officer Manager (the "Landlord"), and the Tenant attended the hearing and were each affirmed to be truthful in their testimony. Both the Tenant and the Landlord were provided with the opportunity to present their evidence orally and in written and documentary form and to make submissions at the hearing.

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.

Issues to be Decided

- Is the Landlord entitled to a monetary order for damage caused by the Tenant, their pets or guests to the unit, site or property?
- Is the Landlord entitled to a monetary order for rent?
- Is the Landlord entitled to retain the security deposit?
- Is the Landlord entitled to the return for their filing fee for this application?

Background and Evidence

The parties agreed that the tenancy began on June 5, 2018, as a two-year fixed term tenancy. That rent in the amount of \$7,000.00 was to be paid by the first day of each month, and that the Landlord had been given a \$3,500.00 security deposit and a \$750.00 pet damage deposit at the outset of this tenancy. The Landlord submitted a copy of the tenancy agreement into documentary evidence.

The parties agreed that the tenancy ended on June 26, 2020.

The Landlord testified that the Tenant had not paid the rent for May and June 2020, in the amount of \$14,000.00. The Landlord is requesting a monetary order for the outstanding rent.

The Tenant agreed that they have not paid the rent for May and June 2020 and that they owe the \$14,000.00 requested by the Landlord.

The Landlord testified that the Tenant had received \$2,600.00 in strata fines during their tenancy and that the Tenant had not paid the fines. The Landlord testified that they were able to negotiate with the strata council and have the fines reduced to \$600.00. The Landlord is requesting the recovery of the \$600.00 in outstanding strata fines for this tenancy. The Landlord submitted 14 fine notices into documentary evidence.

The Tenant testified that they were unaware of the strata fines.

The Landlord testified that they had sent emails to the Tenant as well as a mailed demand for payment to the Tenant at the rental unit. The Landlord submitted copies of the emails and demand letter into documentary evidence.

The Tenant testified that they had separated from their spouse and move out of the rental unit several months before the end of the tenancy. The Tenant testified that they did not receive the mailing from the Landlord. The Tenant also testified that they had not notified the Landlord that they had moved out, nor had they arranged to have their mail forwarded.

Analysis

Based on the evidence before me, the testimony of these parties, and on a balance of probabilities that:

Section 26(1) of the *Act* states that a tenant must pay the rent when it is due under the tenancy agreement.

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.*

(2) *A landlord must provide a tenant with a receipt for rent paid in cash.*

(3) *Whether or not a tenant pays rent in accordance with the tenancy agreement, a landlord must not*

(a) seize any personal property of the tenant, or

(b) prevent or interfere with the tenant's access to the tenant's personal property.

(4) *Subsection (3) (a) does not apply if*

(a) the landlord has a court order authorizing the action, or

(b) the tenant has abandoned the rental unit and the landlord complies with the regulations.

In this case, I accept the agreed-upon testimony of these parties that the rent has not been paid for May and June 2020. I find that the Tenant breached section 26 of the *Act* when they did not pay the rent as required under the tenancy agreement.

Therefore, I find that the Landlord has established an entitlement to a monetary award in the amount of \$14,000.00, comprised of \$7,000.00 in rent for May 2020, and \$7000.00 in rent for June 2020 rent. I grant permission to the Landlord to retain the security deposit and pet damage deposit for this tenancy in partial satisfaction of this award.

As for the Landlord's claim for the recovery of \$600.00 in unpaid strata fines, I have reviewed the fine notices and the demand for payment sent to the Tenant, and I find that there is sufficient evidence before to prove that the Tenant did incur these fines during their tenancy and that they had been duly notified of the fines and the requirement to pay these fines under their tenancy agreement. Therefore, I am awarding the Landlord their requested amount of \$600.00 for the recovery of the outstanding Strata fines for this tenancy.

Section 72 of the *Act* gives me the authority to order the repayment of a fee for an application for dispute resolution. As the Landlord has been successful in their application, I find that the Landlord is entitled to recover the \$100.00 filing fee paid for this hearing.

I grant the Landlord a monetary order of \$10,450.00, consisting of \$14,000.00 in unpaid rent, 600.00 in the recover of strata fines, and the recovery of the \$100.00 filing fee for this hearing, less the \$3,500.00 security deposit and the \$750.00 a pet damage deposit the Landlord is holding for this tenancy.

Conclusion

I find for the Landlord under sections 26, 65 and 72 of the Act. I grant the Landlord a **Monetary Order** in the amount of **\$10,450.00**. The Landlord is provided with this Order in the above terms, and the Tenant must be served with this Order as soon as possible. Should the Tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial 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 21, 2020

Residential Tenancy Branch