



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** MNR, MND, MNSD, MNDC, FF

### **Introduction**

This hearing dealt with an application by the landlord pursuant to sections 67, 38, and 72 of the *Residential Tenancy Act* the *Residential Tenancy Act*. The landlord applied for a monetary order for loss under the *Act* and for the recovery of the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of his claim.

Both parties attended this hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The parties represented themselves.

As both parties were in attendance, I confirmed service of documents. The tenant confirmed receipt of the landlord's application for dispute resolution and evidence. The tenant stated that he got delayed waiting for a police report and had served his evidence on the landlord on the day of the hearing. The landlord denied having received the tenant's evidence. Accordingly, the tenant's evidence was not used in the making of this decision. I find that the tenant was served with the landlord's materials in accordance with sections 88 and 89 of the *Residential Tenancy Act*.

### **Issues to be decided**

Is the landlord entitled to a monetary order?

### **Background and Evidence**

The parties agreed that the tenancy started on October 01, 2019. The monthly rent was \$4,000.00 payable on the first of each month. Prior to moving in the tenant paid a security deposit of \$2,000.00. The parties could not agree on the end date of the tenancy. The tenant said June 09, 2020 and the landlord stated June 11, 2020. The tenant stated that he provided the landlord with written notice to end tenancy on May 30, 2020 by text message.

The landlord stated that he could not recall receiving a notice from the tenant but agreed that there was a conversation by text message regarding ending the tenancy.

The tenant agreed that his rent cheques for April, May and June bounced but stated that he paid \$1,000.00 by e-transfer for the month of April. The tenant acknowledged that he did not pay any rent for May and June 2020.

The landlord stated that the tenant and his friend were renting out the unit to temporary occupants via Airbnb. The landlord stated that the tenant and his friend had a falling out and the friend continues to occupy the rental unit without paying rent.

### **Analysis**

Based on the sworn testimony of both parties, I accept the tenant's evidence that on May 30, 2020, he gave written notice to end the tenancy. I also accept his testimony that he paid partial rent for April and owes \$3000.00 and did not pay rent for May and June 2020. I find that the tenant owes \$11,000.00 in unpaid rent. Since the landlord has proven his case, he is entitled to the recovery of the filing fee of \$100.00.

Overall, the landlord has established a claim of \$11,100.00. I order that the landlord retain the security deposit of \$2,000.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$9,100.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

### **Conclusion**

I grant the landlord a monetary order of **\$9,100.00**.

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 05, 2020

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Residential Tenancy Branch