



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, FF

Introduction

On July 3, 2020, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) for a monetary order for unpaid rent or utilities; to keep the security deposit; and to recover the cost of the filing fee. The matter was set for a conference call hearing at 1:30 p.m. on this date.

The Landlord attended the teleconference hearing; however, the Tenant did not. The Landlord provided affirmed testimony that the Tenants were served with the Notice of Hearing and documentary evidence in person on July 8, 2020. I find that the Tenant has been duly served in accordance with the *Act*.

The Landlord was provided the opportunity to present his evidence orally and in written and documentary form, and to make submissions at the hearing.

Issues to be Decided

- Is the Landlord entitled to a monetary order to recover unpaid rent?
- Is the Landlord entitled to keep the security deposit towards unpaid rent?
- Is the Landlord entitled to recover the cost of the filing fee?

Background and Evidence

The Landlord testified that the tenancy began on January 2, 2019 as a two-year fixed term tenancy. Rent in the amount of \$1,750.00 was to be paid to the Landlord by the 10th day of each month. The Tenant paid the Landlord a security deposit of \$875.00.

The Landlord testified that the Tenant moved out of the rental unit on June 8, 2020 prior to the end of the fixed term agreement.

The Landlord testified that the Tenant failed to pay four months of rent owing under the tenancy agreement. The Landlord testified that the Tenant paid \$1,000.00 on April 9th, 2020. The Landlord is seeking to recover \$6,000.00 in unpaid rent for the months of March, April, May and June 2020.

The Landlord seeks to keep the security deposit in the amount of \$675.00 in partial satisfaction of his claim. The Landlord testified that the Tenant previously agreed the Landlord could keep \$200.00 of the deposit for damage to the rental unit.

The Landlord testified that he has re-rented the unit for an additional \$50.00 each month so the Tenant is to be credited \$250.00.

Analysis

Based on the evidence before me, the testimony of the Landlord, and on a balance of probabilities, I make the following findings.

I find that the tenancy agreement requires the Tenant to pay the Landlord rent of \$1,750.00 each month. I find that the Tenant failed to pay the rent owing under the tenancy agreement for the months of March, April, May and June 2020. The Tenant paid \$1000.00 on April 9, 2020 so the Tenant owes the Landlord \$6,000.00 in unpaid rent.

I authorize the Landlord to keep the security deposit toward the unpaid rent. After setting off the security deposit of \$675.00 and the \$250.00 additional rent income towards the award of \$6,000.00, I find the Tenant owes the Landlord the balance of \$5,075.00.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. I order the Tenant to pay the \$100.00 fee that the Landlord paid to make application for dispute resolution.

I find that the Landlord has established a total monetary claim of \$5,175.00. I grant the Landlord a monetary order in the amount of \$5,175.00. This monetary order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court. The Tenant is cautioned that costs of such enforcement are recoverable from the Tenant.

Conclusion

The Tenant failed to pay the rent owing under the tenancy agreement and ended the fixed term tenancy agreement early.

I order that the Landlord can keep the security deposit in the amount of \$675.00 in partial satisfaction of the Landlord's claim.

The Landlord is granted a monetary order in the amount of \$5,175.00.

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 27, 2020

Residential Tenancy Branch