



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR MNSD FF

Introduction

This hearing was convened as a result of the Landlords' Application for Dispute Resolution. The participatory hearing was held on October 27, 2020. The Landlords applied for multiple remedies, pursuant to the *Residential Tenancy Act* (the "Act").

Both Landlords and both Tenants attended the hearing and provided testimony. The Tenants confirmed receipt of the Landlord's application, evidence and Notice of Hearing. The Landlords confirmed receipt of the Tenant's evidence. Both parties confirmed receipt of each other's documentary evidence within the acceptable time frames under the Rules of Procedure. I find both parties sufficiently served each other with their evidence.

Both parties were provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. 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 unpaid rent?
- Is the Landlord entitled to retain all or a portion of the Tenants' security deposit in partial satisfaction of the monetary order requested?
- Is the Landlord entitled to recover the cost of the filing fee?

Background and Evidence

Both parties confirmed that:

- monthly rent was \$1,700.00, and was due on the first of the month.
- the Landlords still hold \$850.00 as a security deposit

The Landlords stated that the Tenants lost their jobs, and failed to pay July rent. The Landlords stated that the only money they received in July was the \$500.00 rent supplement from the government. The Landlords stated that they are seeking \$1,200.00 for the outstanding amount for July 2020, which was not covered by the rent subsidy. The Landlord spoke to other issues left behind by the Tenants, when they moved out at the end of July. However, the only issue applied for was an order for unpaid rent.

The Tenants acknowledge that they did not pay any rent for July 2020. The Tenants confirmed that the government did pay \$500.00 for July, but they do not dispute that they still owe \$1,200.00 for July 2020. The Tenants confirmed that they moved out towards the end of July.

The Tenants refused to provide their forwarding address because they feel it is none of the Landlords' business.

Analysis

Based on the testimony and documentary evidence, and on a balance of probabilities, I find as follows:

Section 26 of the *Act* confirms that a Tenant must pay rent when it is due unless the Tenant has a right under the *Act* to deduct all or a portion of rent (security deposit overpayment, emergency repairs paid for by the Tenant, illegal rent increases, or another Order by an Arbitrator).

I find there is insufficient evidence the Tenants had any right to withhold rent. The Tenants do not dispute that they failed to pay \$1,200.00 in rent for July 2020.

With respect to the Landlord's request for a Monetary Order for unpaid rent, I find there is sufficient evidence from the Landlords to demonstrate that the Tenants owe and have failed to pay \$1,200.00 in rent.

Since the Landlord was partially successful in this application, I award the recovery of the filing fee (\$100.00), pursuant to section 72 of the Act. Also section 72 of the *Act* allows me to authorize that the security deposit, currently held by the Landlords, be kept and used to offset the amount of rent still owed by the Tenants. In summary, I grant the monetary order based on the following:

Claim	Amount
Unpaid rent: July 2020	\$1,200.00
Filing Fee	\$100.00
Less:	
Security Deposit currently held by Landlord	(\$850.00)
TOTAL:	\$450.00

Conclusion

The Landlord is granted a monetary order pursuant to Section 67 in the amount of **\$450.00**. This order must be served on the Tenants. If the Tenants fail to comply with this order the Landlord may file the order in the Provincial Court (Small Claims) and be 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 27, 2020

Residential Tenancy Branch