



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL-S, FFL

Introduction

This hearing was scheduled to convene at 1:30 p.m. on October 27, 2020 by way of conference call concerning an application made by the landlord seeking a monetary order for unpaid rent or utilities; an order permitting the landlord to keep all or part of the pet damage deposit or security deposit; and to recover the filing fee from the tenant for the cost of the application.

The landlord attended the hearing, gave affirmed testimony and provided evidentiary material in advance of the hearing. However, the line remained open while the telephone system was monitored for 10 minutes prior to hearing any testimony, and no one for the tenant joined the call.

The landlord testified that the tenant was personally served on July 22, 2020 with the Application for Dispute Resolution, notice of hearing and evidence (the Hearing Package), and that the tenant signed confirmation of receipt of the package. The tenant still resided in the rental unit at that time. The landlord was permitted to provide proof of such service after the hearing had concluded. I now have a Proof of Service document containing a signature of the tenant, which I have compared to other documents in evidence, and I am satisfied that the tenant has been served in accordance with the *Residential Tenancy Act*.

Issue(s) to be Decided

- Has the landlord established a monetary claim as against the tenant for unpaid rent?
- Should the landlord be permitted to keep all or part of the security deposit in full or partial satisfaction of the claim?

Background and Evidence

The landlord testified that this fixed-term tenancy began on June 1, 2019 and reverted to a month-to-month tenancy after June 1, 2020, which ultimately ended at the end of July, 2020. Rent in the amount of \$2,600.00 was payable on the 1st day of each month. At the outset of the tenancy the landlord collected a security deposit from the tenant in the amount of \$1,300.00 which is still held in trust by the landlord, and no pet damage deposit was collected. The rental unit is a suite in a 4-plex townhouse, and the landlord lives in the upper level. A copy of portions of the tenancy agreement has been provided for this hearing.

The tenant gave notice to end the tenancy by email on June 23, 2020 effective August 1, 2020, which was acknowledged by the landlord by email the following day. However, the tenant had notified the landlord in March that she would only be able to pay \$2,000.00 for April's rent. The tenant only paid \$2,000.00 for each of the months of April, May and June, 2020, leaving a balance of \$1,800.00 outstanding, and no rent was paid for July, 2020.

The landlord received the tenant's forwarding address in an email but does not recall when.

The landlord claims \$4,400.00 for unpaid rent in addition to the \$100.00 filing fee and an order permitting the landlord to keep the security deposit.

Analysis

I have reviewed all of the evidence, and I find that the landlord has established that the tenant paid \$2,000.00 per month for the months of April, May and June, 2020, which were partial payments of the \$2,600.00 per month agreement. I also accept the undisputed testimony of the landlord that no rent was paid for the month of July, 2020. The notice to end the tenancy given by the tenant was effective August 1, 2020, and I am satisfied that the landlord is owed \$600.00 for each of the months of April, May and June in addition to \$2,600.00 for July, 2020.

Since the landlord has been successful with the application, the landlord is also entitled to recovery of the \$100.00 filing fee.

I order the landlord to keep the \$1,300.00 security deposit in partial satisfaction, and I grant a monetary order in favour of the landlord for the difference in the amount of \$3,200.00.

Conclusion

For the reasons set out above, I hereby order the landlord to keep the \$1,300.00 security deposit in partial satisfaction of the claim and I grant a monetary order in favour of the landlord as against the tenant pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$3,200.00.

This order is final and binding and may be enforced.

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 29, 2020

Residential Tenancy Branch