



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNRL-S, MNDCL-S, FFL

Introduction

On September 9, 2020, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (the “Act”) requesting an Order of Possession for the rental unit, a Monetary Order for unpaid rent, a Monetary Order for rent during the ‘specified period’ and to recover the cost of the filing fee. The matter was set for a participatory hearing via conference call.

The Landlord, his advocate and the Tenant attended the hearing and provided affirmed testimony. They were provided the opportunity to present their relevant oral, written and documentary evidence and to make submissions at the hearing. Both parties acknowledged that the Landlord exchanged the documentary evidence with the Tenant; however, the Tenant acknowledged that he did not serve the Landlord with any evidence.

Preliminary Matters

At the beginning of the hearing, the Landlord stated that they are not seeking an Order of Possession as the Tenant had moved out of the rental unit. The Landlord wished to withdraw the request for an Order of Possession and is only interested in the recovery of the unpaid rent. The Tenant acknowledged that the only issue that would be dealt with at this hearing would be the Landlord’s request for a Monetary Order for unpaid rent.

In accordance with Section 64(3) of the Act, I have amended the Landlord’s Application to include only the one issue: a request for a Monetary Order for unpaid rent.

The Tenant, in his submissions acknowledged that his English was not very good and, if possible, would like to testify in Punjabi. I responded to the Tenant that I could easily understand his English and asked him if he was comfortable proceeding with the hearing. The Tenant responded that he would proceed without a translator and I encouraged him to advise if there was anything that he could not understand or convey.

By the end of the hearing, there were no issues raised regarding comprehension and the Tenant was asked if there were any questions he had or anything else that he would like to add. The Tenant responded that there were not.

Issue(s) to be Decided

Should the Landlord receive a Monetary Order for unpaid rent, in accordance with Section 67 of the Act?

Should the Landlord be compensated for the cost of the filing fee, in accordance with Section 72 of the Act?

Background and Evidence

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.

Both parties agreed to the following terms of the tenancy:

The month-to-month tenancy began on March 1, 2020. The rent was \$950.00 and due on the first of each month. The Landlord collected and still holds a security deposit in the amount of \$450.00.

The Landlord testified that the Tenant did not pay the rent in July 2020, in the amount of \$950.00.

The Landlord stated that the Tenant did not pay the rent in August 2020, in the amount of \$950.00.

The Landlord stated that the Tenant, on August 21, 2020, paid the Landlord \$450.00.

The Landlord stated that the Tenant did not pay the rent in September 2020, in the amount of \$950.00.

The Landlord issued a 10 Day Notice to End Tenancy for Unpaid Rent to the Tenant on September 8, 2020.

The Landlord stated the Tenant moved out of the rental unit on September 13, 2020.

The Landlord is claiming that the Tenant has failed to pay \$2,400.00 in rent and is requesting to apply the security deposit to that amount and have a Monetary Order issued for the balance.

The Tenant testified that he provided a cheque to the Landlord for the July 2020 rent and the Landlord returned the cheque. The Tenant confirmed that the Landlord did not cash the cheque for \$950.00.

The Tenant acknowledged that he did not pay the Landlord for the August 2020 rent in the amount of \$950.00.

The Tenant stated that he paid \$450.00 to the Landlord for half of the September 2020 rent as the Tenant moved out on September 13, 2020.

Analysis

Section 45(1) of the Act authorizes a Tenant to end a periodic tenancy by giving the Landlord notice to end the tenancy effective on a date that is not earlier than one month after the date the landlord receives the notice and is the day before the day in the month that rent is payable under the tenancy agreement.

In this case, I have no evidence before me that the Tenant gave the Landlord notice pursuant to section 45(1) of the Act. As a result, I find that, regardless of the Tenant vacating the rental unit on September 13, 2020, the Tenant still owed rent for the full month of September.

Based on undisputed evidence, I find that the Tenant entered into a Tenancy Agreement with the Landlord that required the Tenant to pay monthly rent of \$950.00 by the first day of each month and that the Tenant has not paid the full amount of rent from July through to the end of September 2020. As the Tenant is required to pay rent pursuant to Section 26(1) of the Act, I find that the Landlord has established a monetary claim in the amount of \$2,400.00 in outstanding rent. (the amount claimed by the Landlord).

I find the Landlord's Application has merit and award the Landlord \$100.00 in compensation for the filing fee, pursuant to section 72 of the Act.

Conclusion

The Landlord has established a monetary claim, in the amount of \$2500.00, which includes \$2,400.00 in unpaid rent and \$100.00 in compensation for the fee paid to file this Application for Dispute Resolution. Pursuant to section 72(2) of the Act, I authorize the Landlord to keep the Tenant's security deposit of \$450.00, in partial satisfaction of the monetary claim.

Based on these determinations I grant the Landlords a Monetary Order for the balance of \$2050.00 in accordance with Section 67 of the Act. In the event that the Tenant does

not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims 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: November 04, 2020

Residential Tenancy Branch