



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **MNDCL, MNDL-S, MNRL, FFL**

Introduction

This hearing was scheduled for 1:30 p.m. on this date to deal with a landlord's application for a Monetary Order for unpaid rent; damage and cleaning losses; and, authorization to retain the tenant's security deposit. The landlord appeared for the hearing; however, there was no appearance on part of the tenant.

Since the tenant did not appear, I explored service of hearing documents upon the tenant. The landlord submitted that the tenant was served in person at his place of employment on October 16, 2020 by a process service. The landlord submitted documentation from a skip tracing service showing where the tenant is employed and an Affidavit of Service sworn by a process server as proof of service.

I was satisfied the tenant was duly served with notification of this proceeding and I continued to hear from the landlord without the tenant present.

During the hearing, the landlord withdrew his claims for damage and cleaning losses, and for recovery of the filing fee. The landlord requested that he be authorized to retain the security deposit in partial satisfaction of unpaid rent. Since the landlord was requesting a reduction in the amount of compensation he is seeking from the tenant I permitted the amendment.

Issue(s) to be Decided

1. Is the landlord entitled to recover unpaid rent from the tenant in the amount claimed?
2. Is the landlord authorized to retain the tenant's security deposit?

Background and Evidence

The month to month tenancy started on August 1, 2019 and the landlord collected a security deposit of \$750.00. The tenant was required to pay rent of \$1500.00 on the first day of every month.

The landlord submitted that the tenant did not pay \$500.00 of the monthly rent due for April 2020 and did not pay \$500.00 of the rent due for May 2020. Nor, did the tenant pay any rent for June 2020 or July 2020.

The landlord submitted that the tenant vacated the rental unit on or about July 13, 2020 and on July 15, 2020 the tenant sent a message to the landlord to inform the landlord he left the keys in the rental unit.

The landlord seeks to recover the unpaid rent of \$500.00 for April 2020, \$500.00 for May 2020, \$1500.00 for June 2020 and \$750.00 for July 2020 since the tenant occupied the rental unit for only the first half of July 2020 for a total claim of \$3250.00.

The landlord provided copies of the tenancy agreement, email and text message exchanges between the parties, and documents related to proof of service.

Analysis

Under section 26 of the Act, a tenant is required to pay rent when due in accordance with their tenancy agreement, even if the landlord has violated the Act, regulations or tenancy agreement, unless the tenant has a legal right to withhold rent.

Due to the covid-19 pandemic, landlords were precluded from ending a tenancy for unpaid rent for the period of March 18, 2020 through August 17, 2020; however, the tenant remains liable to pay the outstanding rent. Rent for the above period may be recovered by way of a landlord proposing a rent repayment plan for tenancies still in effect. However, a rent repayment plan is not required for tenancies that have come to an end. The tenancy in this case was already ended by the tenant in July 2020 and the landlord was not required to give the tenant a rent repayment plan.

Based on the unopposed evidence before me, I accept that the tenant failed to pay the rent that was due for the months of April 2020 through July 2020 in the amounts put forth by the landlord. The tenant brought the tenancy to an end on his own volition in

mid-July 2020 and the landlord is entitled to recover the unpaid rent from the tenant. Therefore, I grant the landlord's request for an award of \$3250.00 for unpaid rent.

I authorize the landlord to retain the tenant's \$750.00 security deposit in partial satisfaction of the unpaid rent and I provide the landlord with a Monetary order for the balance of \$2500.00 to serve and enforce upon the tenant.

Conclusion

The landlord is authorized to retain the tenant's security deposit and is provided a Monetary Order for the balance owing of \$2500.00 to serve and enforce upon the tenant.

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 24, 2020

Residential Tenancy Branch