



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PREMIER CHOICE INVESTMENTS
LTD. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNRL-S, FFL

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act") for a monetary order for unpaid rent of \$1,000.00, and to recover the \$100.00 cost of their Application filing fee.

The owner of the Landlord company, P.R. ("Owner"), and two agents for the Landlord, W.M. and C.G. ("Agents"), appeared at the teleconference hearing and gave affirmed testimony. No one attended on behalf of the Tenant. The teleconference phone line remained open for over 25 minutes and was monitored throughout this time. The only persons to call into the hearing were the Owner and the Agents, who indicated that they were ready to proceed. I confirmed that the teleconference codes provided to the Parties were correct and that the only persons on the call, besides me, were the Owner and the Agents.

I explained the hearing process to the Owner and Agents, and I gave them an opportunity to ask questions about the hearing process. During the hearing, the Owner and the Agents were given the opportunity to provide their evidence orally and to respond to my questions. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch ("RTB") Rules of Procedure ("Rules"); however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

As the Tenant did not attend the hearing, I considered service of the Notice of Dispute Resolution Hearing. Section 59 of the Act and Rule 3.1 state that each respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing. The Agent, W.M., testified that he served the Tenant with the Notice of Hearing documents by Canada Post registered mail, sent on December 9, 2020. The Agent

provided a Canada Post tracking number as evidence of service. Based on the evidence before me, I find that the Tenant was deemed served with the Notice of Hearing documents in accordance with the Act. I, therefore, admitted the Application and evidentiary documents, and I continued to hear from the Agents and the Owner in the absence of the Tenant.

Preliminary and Procedural Matters

The Agent provided the Parties' email addresses in the Application, and confirmed these addresses in the hearing. They also confirmed their understanding that the Decision would be emailed to both Parties and any Orders sent to the appropriate Party.

Issue(s) to be Decided

- Is the Landlord entitled to a Monetary Order, and if so, in what amount?
- Is the Landlord entitled to recovery of the \$100.00 Application filing fee?

Background and Evidence

The Agent submitted a copy of the tenancy agreement, and in the hearing, he confirmed that the periodic tenancy began on August 11, 2020, with a monthly rent of \$1,650.00, due on the first day of each month. The Agent confirmed that the Tenant paid the Landlord a security deposit of \$825.00, and a pet damage deposit of \$825.00, and that the Landlord still holds those deposits ("Deposits").

The Agent said that the tenancy ended when the Tenant moved out on November 14, 2020. The Agent said that the Tenant provided her forwarding address in writing on the condition inspection report ("CIR"), which the Parties prepared at the inspection of the condition of the rental unit on November 14, 2020 - the end of the tenancy. The Landlord applied for RTB dispute resolution on November 27, 2020.

On November 2, 2020, the Agent served the Tenant with a 10 Day Notice to End the Tenancy for Unpaid rent of \$1,000.00 ("10 Day Notice"). The Landlord seeks recovery of the \$1,000.00 that the Agents say was owing for the November 2020 rent. The Agents said they seek to retain the Deposits as recompense for the rent left owing by the Tenant for November 2020.

The Agents submitted a spreadsheet with the credits and debits on the Tenant's account with the Landlord, as follows:

Date Rent Due	Amt Owing	Amt Received	Date Received	Amt. Owing
October 1, 2020	\$1,650.00	\$650.00 \$650.00 \$1,000.00	October 6, 2020 October 11, 2020 October 12, 2020	(\$650.00) <i>credit</i>
Nov. 1, 2020	\$1,650.00	\$0.00	n/a	\$1,650.00
			SUB-TOTAL	\$1,000.00
		Less	Security deposit	\$825.00
		Less	Pet damage dep.	\$825.00
			Credit to Tenant	(\$650.00)
	\$100.00	Less	RTB filing fee	\$100.00
			TOTAL OWING	(\$550.00)

Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on a balance of probabilities, I find the following.

Section 26 of the Act states: “A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with the Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.” There is no evidence before me that the Tenant had a right to deduct any portion of the rent from the monthly rent due to the Landlord.

Given the testimony and documentary evidence before me, I find that the Tenant owes the Landlord \$1,000.00 in rent due on November 1, 2020. I, therefore, award the Landlord with **\$1,000.00** from the Tenant in unpaid rent for November 2020, pursuant to sections 26 and 67 of the Act. I also award the Landlord with recovery of the **\$100.00** Application filing fee, pursuant to section 72 of the Act.

Summary and Set Off

I find that this claim meets the criteria under section 72(2)(b) of the Act to be offset against the Tenant’s Deposits of \$1,650.00 in complete satisfaction of the Landlord’s monetary claim.

I authorize the Landlord to partially retain the Tenant's Deposits in complete satisfaction of the monetary awards. However, the Landlord's accounts indicate that after Tenant's debt to the Landlord is satisfied with the Deposits, that the Landlord owes the Tenant \$550.00 of the remaining Deposits. I, therefore, Order the Landlord to reimburse the Tenant with the \$550.00 for the remainder of the Deposits owing, as soon as possible.

In this regard, I award the Tenant with a Monetary Order of **\$550.00** in recovery of the remaining security and pet damage deposits after the Landlord has deducted their awards from the Deposits.

Conclusion

The Landlord is successful in their Application for recovery of unpaid rent of \$1,000.00 from the Tenant for rent arrears owing for November 2020. The Landlord is also awarded recovery of the \$100.00 Application filing fee from the Tenant, for a total monetary award of \$1,100.00.

The Landlord is authorized to deduct the \$1,100.00 from the Tenants \$850.00 security deposit and her \$850.00 pet damage deposit in complete satisfaction of the monetary awards. The Landlord is ordered to return the \$550.00 balance of the Deposits to the Tenant as soon as possible.

I grant the Tenant a Monetary Order under section 67 of the Act from the Landlord in the amount of **\$550.00**. This Order must be served on the Landlord by the Tenant and may be filed in the Provincial Court (Small Claims) 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: March 23, 2021

Residential Tenancy Branch