



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL-S

Introduction

The landlord filed an Application for Dispute Resolution on November 11, 2020 seeking an order to recover monetary loss of unpaid rent. The matter proceeded by way of a hearing on March 2, 2021 pursuant to section 74(2) of the *Residential Tenancy Act* (the “*Act*”). In the conference call hearing I explained the process and provided the attending party the opportunity to ask questions.

The landlord attended the hearing; the tenant did not attend. The tenant did not provide documentary evidence prior to this hearing.

In the hearing, the landlord confirmed they delivered notice of this hearing and their prepared evidence to each of the tenants on November 20, 2020. The provided an image of the postal receipt that bears the tracking number for Canada Post. This package included the notice of this hearing, and their prepared documentary evidence in this matter.

In consideration of the evidence presented by the landlord, and with consideration to section 89 of the *Act*, I find the landlord sufficiently served the tenant with notice of this hearing, as well as the landlord’s evidence.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent pursuant to section 67 of the *Act*?

Background and Evidence

The landlord submitted a copy of the tenancy agreement for this hearing and spoke to the terms. The parties jointly signed the agreement on December 3, 2018. The tenancy started

on December 1, 2018 for a fixed term ending on July 1, 2019 and continued as a month-to-month tenancy after that. The monthly rent was \$4,500 per month. The tenant paid a security deposit of \$2,250 and a pet damage deposit of \$2,250 on December 1, 2018.

The landlord provided the end-of-tenancy date as September 30, 2020. The parties reached a payment agreement in a previous dispute resolution hearing. The landlord provided a copy of that settlement decision dated October 6, 2020. This settlement set out that the parties agreed to the landlord withholding the deposits. Also, the tenant was to make ten monthly payments of \$1,300 "for the total arrears related to this tenancy." The payments were to commence on October 18, 2020.

Here the landlord stated this was the result of a previous payment plan they had created for the past amounts of rent owing. The landlord provided a copy of this plan at the prior hearing; they did not do so here. The tenant did not make any such payment as set out in the agreement; nor did they make a payment as set out in the settlement agreement dated October 6, 2020. The landlord here applies for a monetary order for the full amount owing, \$13,000.

From each of the months in 2020, the tenant paid the following amounts:

- March: none
- April: \$1,500
- May: \$1,000
- June: \$500
- July: \$2,500
- Aug: \$3,000
- Sept: \$4,500

In September 2020 the tenant paid \$1,000 to the landlord as part of the arrears owing. Subtracting each monthly amount paid above from each month's total rent amount leaves a balance owing of \$13,000. As per the previous hearing that had a settlement agreement, the landlord withheld the \$4,500 total amount of deposits.

The tenants did not attend the hearing and did not provide documentary evidence prior to the hearing date.

Analysis

From the testimony of the landlord I am satisfied that a tenancy agreement was in place. They provided the specific terms of the rental amount and the amount of the deposits paid. The

tenants did not attend the hearing; therefore, there is no evidence before me to show otherwise.

I accept the evidence before me that the tenants failed to pay the amounts of rent for 2020 as set out above. This is the landlord's affirmed oral testimony provided in the hearing. I find the prior settlement agreement dated October 6, 2020 stands as proof that the parties had an agreement in place. The tenant did not make any payment toward the total amount owing as of the end of tenancy on September 30, 2020. I find the landlord is entitled to the whole of the amount owing – this is \$13,000.

The *Act* section 72(2) gives an arbitrator the authority to make a deduction from the security deposit held by the landlord. The landlord has established a claim of \$13,000. After setting off the security deposit amount of \$4,500, there is a balance of \$8,500. I am authorizing the landlord to keep the security deposit amount and award the balance of \$8,500 as compensation for rent owing.

Conclusion

Pursuant to sections 67 of the *Act*, I grant the landlord a Monetary Order in the amount of \$8,500. The landlord is provided with this Order in the above terms and the tenants must be served with **this Order** as soon as possible. Should the tenants fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial 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 *Act*.

Dated: March 8, 2021

Residential Tenancy Branch