



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding FIRSTSERVICE RESIDENTIAL  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR, MNR, FFL

### Introduction

On December 18, 2020, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) for an order of possession for the rental unit based on issuance of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities. The Landlord is also seeking a monetary order for unpaid rent.

The matter was set for a conference call hearing. The Landlord’s agents attended the teleconference hearing; however, the Tenant did not. The line remained open while the phone system was monitored for fifteen minutes and the Tenant did not call into the hearing during this time.

The Landlord provided affirmed testimony that the Tenant was served the Notice of Dispute Resolution Proceeding in person at the rental unit on January 17, 2021.

I find that the Tenant has been duly served with the Notice of Dispute Resolution Proceeding in accordance with sections 89 of the *Act*.

The Landlord was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

### Preliminary and Procedural Matters

The Landlord testified that the Tenant vacated the rental unit on January 31, 2021. The Landlord is not seeking an order of possession for the rental unit. The hearing proceeded based on the Landlord’s request for a monetary order for unpaid rent.

The Landlord requested to amend the application to include a claim to keep the security deposit and pet damage deposit in partial satisfaction of their claim for unpaid rent. The Landlords request to include a claim to keep the keep the security deposit and pet damage deposit was approved.

The Landlord also requested to amend the application to include a further monetary claim for approximately \$11,000.00 in unpaid rent. The Landlord's request is denied, and the monetary claim is restricted to the amount listed in the Landlords application that was served on the Tenant. The Landlord has leave to reapply for their claim regarding other unpaid rent.

#### Issues to be Decided

- Is the Landlord entitled to a monetary order for unpaid rent?

#### Background and Evidence

The Landlord testified that the tenancy began on July 1, 2019 on a month to month basis. Rent in the amount of \$1,845.00 was to be paid to the Landlord by the first day of each month. The Tenant paid the Landlord a security deposit of \$900.00 and a pet damage deposit of \$900.00. The Landlord provided a copy of the tenancy agreement.

The Landlord testified that the Tenant did not pay all the rent owing under the tenancy agreement. The Landlord testified that the Tenant was give a rent repayment plan and was required to make payments of \$922.50 each month, in addition to rent.

The Landlord testified that the Tenant failed to pay the December 2020 rent owing under the tenancy agreement and failed to pay the additional repayment amount for December 2020.

The Landlord is seeking a monetary order for \$2,767.50 for unpaid December rent owing.

#### Analysis

Based on the evidence before me, the testimony of the Landlord, and on a balance of probabilities, I find that the Tenant did not pay the rent owing under the tenancy agreement and the repayment agreement.

I find that the Tenant owes the Landlord \$2,767.50 in unpaid December 2020 rent.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. I order the Tenant to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution.

I find that the Landlord has established a total monetary claim of \$2,867.50 comprised of \$2,767.50 in unpaid December 2020 rent and the \$100.00 fee paid by the Landlord for this hearing.

After setting off the security deposit and pet damage deposit of \$1,800.00 towards the award of \$2,867.50, I find that the Landlord is entitled to a monetary order for the balance of \$1,067.50. This monetary order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court. The Tenant is cautioned that costs of such enforcement are recoverable from the Tenant.

### Conclusion

The Tenant failed to pay the rent due under the tenancy agreement for December 2020. The Landlord is authorized to keep the security deposit and pet damage deposit towards this unpaid rent. The Landlord is granted a monetary order in the amount of \$1,067.50.

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: April 20, 2021

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Residential Tenancy Branch