



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

Tenant: CNR

Landlord: OPC OPR MNR FF

Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the parties. The participatory hearing was held, via teleconference, on April 13, 2021. Both parties applied for multiple remedies, pursuant to the *Residential Tenancy Act* (the “Act”).

The Landlord attended the hearing and provided testimony. However, the Tenants did not attend. The Landlord was provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me.

Preliminary Matters

The Landlord testified that the Tenants moved out at the end of February 2021, and as such, they no longer require an order of possession. Given the tenancy has ended, I find the Tenants’ application to cancel the 10 Day Notice is moot, as it the Landlord’s application for an order of possession based off either of the Notices to End Tenancy. These issues are dismissed, in full, without leave to reapply. Further, the Tenants application is also dismissed, in full, because they failed to attend the hearing. The Landlord is only seeking a monetary order for unpaid rent at this time.

The Landlord stated that they served their Notice of Hearing and evidence in person on January 15, 2021. Pursuant to section 89 and 90 of the Act, I find the Tenants received this package the same day it was personally served. The Landlord stated they filed another application, and received a second Notice of Hearing, which was also set to be heard at today’s hearing. However, the Landlord wished to withdraw the second application, as the only issue she is pursuing is an application for monetary compensation, which was included as part of her first proceeding package served on January 15, 2021.

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.

Issue(s) to be Decided

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

Background and Evidence

The Landlord testified that rent in the amount of \$1,800.00 is due on the first of each month. The Landlord stated that they currently hold \$900.00 security deposit, and \$900.00 pet deposit. The Landlord stated that the Tenants had issues paying their rent last year, which led to them being issued a repayment plan. The Landlord stated that the repayment plan payback period started in November 2020, and the monthly amount was set at \$316.67. The Landlord stated that the Tenants paid their repayment amount, in addition to their monthly rent for November and December of 2020, but starting January 2021, the Tenants failed to pay either the base rent of \$1,800.00 or the repayment amount.

The Landlord stated that the Tenants continued to reside in the rental unit until February 28, 2021. No payments for rent or the repayment plan amount was paid in 2021.

As a result, the Landlord is seeking January and February rent, in full (\$1,800.00 x 2), plus the outstanding balance left on the repayment plan from last year, which adds another \$1,266.68, totalling \$4,866.68 in rent owed at this time.

Analysis

Based on the unchallenged affirmed testimony and documentary evidence, and on a balance of probabilities, I find as follows:

Section 26 of the *Act* confirms that a tenant must pay rent when it is due unless the tenant has a right under the *Act* to deduct all or a portion of rent.

I find there is insufficient evidence the Tenant had any right under the *Act* to withhold rent. With respect to the Landlord's request for a Monetary Order for unpaid rent, I find there is sufficient evidence from the Landlord's documentary evidence and testimony

before me to demonstrate that the Tenants owe and has failed to pay \$4,866.68 in rent as laid out above.

Further, section 72 of the *Act* gives me authority to order the repayment of a fee for an application for dispute resolution. Since the Landlord was successful in this hearing, I order the Tenants to repay \$100.

Also, pursuant to sections 72 of the *Act*, I authorize that the security and pet deposit, currently held by the Landlords, be kept and used to offset the amount of rent still owed by the tenants. In summary, I grant the monetary order based on the following:

Claim	Amount
Cumulative unpaid rent	\$4,866.68
Other:	
Filing fee	\$100.00
Less:	
Deposits currently held	(\$1,800.00)
TOTAL:	\$3,166.68

Conclusion

The Landlord is granted a monetary order pursuant to Section 67 in the amount of **\$3,166.68**. This order must be served on the Tenants. If the Tenants fail to comply with this order the Landlord may file the order in the Provincial Court (Small Claims) and be 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: April 13, 2021

Residential Tenancy Branch