



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL-S

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the "**Act**") for:

- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and
- a monetary order for unpaid rent in the amount of \$4,020 pursuant to section 67.

This hearing was reconvened from a prior hearing on January 25, 2021.

While the tenant did attend the January 25, 2021 hearing, she did not attend this hearing, although I left the teleconference hearing connection open until 11:12 am in order to enable the tenant to call into this teleconference hearing scheduled for 11:00 am. The landlord attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the landlord and I were the only ones who had called into this teleconference.

Issues to be Decided

Is the landlord entitled to:

- 1) a monetary order for \$4,020; and
- 2) retain the security deposit in partial satisfaction of the monetary orders made?

Background and Evidence

While I have considered the documentary evidence and the testimony of the landlord, not all details of his submissions and arguments are reproduced here. The relevant and important aspects of the landlord's claims and my findings are set out below.

The parties entered into a written, fixed term tenancy agreement starting October 1, 2019. Monthly rent was \$1,800 and was payable on the first of each month. The tenant was to pay 70% of the water bill. The tenant paid the landlord a security deposit of \$900 and a pet damage deposit of \$450. The tenant consented to the landlord applying the pet damage deposit to previous rental arrears. The landlord continues to hold the

security deposit in trust for the tenant. The tenant vacated the rental unit in early October 2020.

The landlord testified that the tenant was behind in her rent for much of the tenancy. He testified that, despite being entitled to recover 70% of the water bill from the tenant under the tenancy agreement, he declined to do so for much of the tenancy. However, he testified that, as the tenancy came to an end, he began requiring the tenant to pay her share of the water bill.

The landlord testified that by the end of the tenancy, the tenant was \$4,110 in arrears. He testified that he made a small clerical error, mistakenly crediting the tenant with an additional \$90 of payment (indicated below), when calculating the arrears for this application. He submitted a hand-written ledger and supporting bank statements showing the tenant made rent payments as follows:

Date	Owing	Paid	Balance
01-Oct-19	\$1,800		\$1,800
30-Oct-19		\$1,800	\$0
01-Nov-19	\$1,800		\$1,800
03-Nov-19		\$650	\$1,150
12-Nov-19		\$175	\$975
16-Nov-19		\$180	\$795
19-Nov-19		\$500	\$295
01-Dec-19	\$1,800		\$2,095
11-Dec-19		\$300	\$1,795
13-Dec-19		\$355	\$1,440
18-Dec-19		\$400	\$1,040
01-Jan-20	\$1,800		\$2,840
03-Jan-20		\$250	\$2,590
30-Jan-20		\$1,000	\$1,590
01-Feb-20	\$1,800		\$3,390
01-Mar-20	\$1,800		\$5,190
01-Mar-20		\$1,800	\$3,390
01-Apr-20	\$1,800		\$5,190
01-Apr-20		\$500	\$4,690
08-Apr-20		\$1,000	\$3,690
16-Apr-20		\$1,000	\$2,690
01-May-20	\$1,800		\$4,490
27-May-20		\$1,000	\$3,490
01-Jun-20	\$1,800		\$5,290
05-Jun-20		\$300	\$4,990

11-Jun-20		\$1,500	\$3,490
11-Jun-20		\$500	\$2,990
01-Jul-20	\$1,800		\$4,790*
01-Jul-20		\$1,500	\$3,290
01-Jul-20		\$500	\$2,790
01-Jul-20		\$1,000	\$1,790
01-Aug-20	\$1,800		\$3,590
01-Aug-20		\$500	\$3,090
11-Aug-20		\$1,000	\$2,090
17-Aug-20	\$220**		\$2,310
01-Sep-20	\$1,800		\$4,110

* ledger mistakenly recorded this amount as \$4,700

**water bill

The landlord seeks repayment of these arrears in the amount of \$4,110.

Analysis

Section 26 of the Act states:

Rules about payment and non-payment of rent

26(1) A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this 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.

The tenant is required to pay \$1,800 per month in monthly rent, plus 70% of the monthly water bill. I accept the undisputed testimony of the landlord, in its entirety. I find that the tenant has failed to pay the landlord \$4,110 in rent and utility arrears.

Accordingly, I order her to pay the landlord this amount.

Pursuant to section 72(2) of the Act, the landlord may retain the security deposit in partial satisfaction of the monetary orders made above.

I accept the landlord's testimony that the tenant agreed to allow him to retain the pet damage deposit in partial satisfaction of the arrears owed. The ledger does not show that this amount (\$450) has been credited against her arrears. Accordingly, a deduction of \$450 should be made to the amount owing.

Conclusion

Pursuant to sections 67 and 72 of the Act, I order that the tenant pay the landlord \$2,760, representing the following:

Description	Amount
Arrears	\$4,110.00
Security deposit credit	-\$900.00
Pet damage deposit credit	-\$450.00
Total	\$2,760.00

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 23, 2021

Residential Tenancy Branch