



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CMHA KOOTENAYS  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPC, MNRL-S, OPR, FFL

### Introduction

This hearing convened as a result of a Landlord's Application for Dispute Resolution, filed February 16, 2021, wherein the Landlord sought the following relief:

- An Order of Possession based on a 1 Month Notice to End Tenancy for Cause, issued on January 15, 2021;
- An Order of Possession based on a 10 Day Notice to End Tenancy for Unpaid Rent issued on February 1, 2021;
- Monetary compensation from the Tenant for unpaid rent;
- Authority to retain the Tenant's security deposit; and,
- Recovery of the filing fee.

Only the Landlord's Property Manager called into the hearing. She gave affirmed testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

The Tenant did not call into this hearing, although I left the teleconference hearing connection open until 11:16 a.m. Additionally, 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 Property Manager and I were the only ones who had called into this teleconference.

As the Tenant did not call in, I considered service of the Landlord's hearing package. The Property Manager testified that she personally served the Tenant with the Notice of Hearing and the Application on February 28, 2021.

I accept the Property Manager's testimony and find the Tenant was duly served as of February 28, 2021 and I proceeded with the hearing in their absence.

I have reviewed all oral and written evidence before me that met the requirements of the *Residential Tenancy Rules of Procedure*. However, not all details of the Property Manager's submissions and or arguments are reproduced here; further, only the evidence specifically referenced by the Property Manager and relevant to the issues and findings in this matter are described in this Decision.

#### Preliminary Matter—Relief Sought

By Decision dated May 12, 2021 the Landlord was granted an Order of Possession and monetary compensation for unpaid rent in the amount of \$560.00 (the file number for that matter is included on the unpublished cover page of this my Decision). The Adjudicator gave the Landlord liberty to reapply for further monetary compensation. Consequently, the Landlord's request for an Order of Possession was no longer required. Accordingly, this request is dismissed without leave to reapply.

#### Issues to be Decided

1. Is the Landlord entitled to monetary compensation from the Tenant?
2. What should happen with the Tenant's security deposit?
3. Should the Landlord recover the filing fee?

#### Background and Evidence

This tenancy began December 18, 2015. Rent is payable in the amount of \$854.00 and the Tenant paid a \$505.00 security deposit.

The Landlord obtained an Order of Possession on May 12, 2021. Despite this, the Tenant remains in occupation of the rental unit.

The Property Manager testified that the Tenant failed to pay \$280.00 for the March rent, \$280.00 for the April rent and \$280.00 for the May 2021 rent such that the sum of \$840.00 was outstanding. By Decision dated May 12, 2021, the Landlord was granted monetary compensation in the amount of \$500.00, such that the sum of \$280.00 remains outstanding.

### Analysis

Pursuant to section 26 of the *Act*, a tenant must pay rent when rent is due.

I find the Tenant was obligated to pay rent in the amount of \$854.00. I accept the Property Manager's testimony that the Tenants failed to pay the full amount of rent for March, April and May 2021 such that the sum of \$840.00 was outstanding. As \$500.00 has already been awarded to the Landlord by prior Decision, the Landlord is entitled to the further sum of \$280.00.

As the Landlord has been successful in this Application, I also award them recovery of the filing fee for a total monetary award of **\$380.00**. In furtherance of this I grant the Landlord a Monetary Order for **\$380.00**. This Order must be served on the Tenants and may be filed and enforced in the B.C. Provincial Court (Small Claims Division).

### Conclusion

The Landlord is entitled to monetary compensation from the Tenants in the amount of **\$380.00** for unpaid rent and recovery of the filing fee. The Landlord may retain this sum from the Tenant's security deposit pursuant to sections 38 and 72 of the *Act*. The balance of the deposit shall remain in trust and be dealt with in accordance with section 38 of the *Act*.

As the Landlord has already obtained an Order of Possession, the Landlord's current request for such an Order is dismissed without leave to reapply.

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: May 20, 2021

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Residential Tenancy Branch