



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BROWN BROS. AGENCIES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDCL-S, FFL

Introduction

On February 10, 2021, the Landlord made an Application for Dispute Resolution seeking a Monetary Order for unpaid rent pursuant to Section 67 of the *Act*, seeking to apply the security deposit towards this debt pursuant to Section 67 of the *Act*, and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

This hearing was scheduled to commence via teleconference at 1:30 PM on June 11, 2021.

C.S., L.B., and L.C. attended the hearing as agents for the Landlord; however, the Tenant did not attend at any point during the 11-minute teleconference. At the outset of the hearing, I advised the parties that recording of the hearing was prohibited. They were reminded to refrain from doing so and they acknowledged this term. As well, all parties in attendance provided a solemn affirmation.

L.C. advised that he served the Notice of Hearing and evidence package to the Tenant by hand on February 22, 2021, and a proof of service form was submitted as documentary evidence. Based on this undisputed evidence, and in accordance with Sections 89 and 90 of the *Act*, I am satisfied that the Tenant was served the Landlord's Notice of Hearing and evidence package. As such, I have accepted the Landlord's evidence and will consider it when rendering this Decision.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; 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 compensation?
- Is the Landlord entitled to apply the security deposit to this debt?
- Is the Landlord entitled to recover the filing fees?

Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

C.S. advised that the tenancy started on December 1, 2017, that rent was established at an amount of \$1,150.00 per month, and that it was due on the first day of each month. C.S. stated that the Tenant provided a notice to end her tenancy for February 28, 2021, but she never returned her keys. A final opportunity to conduct a move-out inspection was scheduled for March 4, 2021. However, the Tenant did not attend the inspection and the Landlord took over vacant possession of the rental unit on this date. A security deposit of \$562.50 was also paid. A copy of the signed tenancy agreement was submitted as documentary evidence.

She testified that the Tenant was in arrears for rent as follows:

- | | |
|--------------------------|-------------------|
| • May 2020: | \$200.00 |
| • June 2020: | \$1,150.00 |
| • July 2020: | \$1,150.00 |
| • August 2020: | \$350.00 |
| • February 2021: | \$1,150.00 |
| • Total rent in arrears: | \$4,000.00 |

She referenced the rent ledgers submitted as documentary evidence to support this debt. She acknowledged that the Tenant had entered into a payment plan for the affected rent during the COVID pandemic. She submitted that the Landlord is seeking a Monetary Order in the amount of **\$4,000.00** for the total rental arrears.

Analysis

Upon consideration of the evidence before me, I have provided an outline of the following Sections of the *Act* that are applicable to this situation. My reasons for making this Decision are below.

Section 26 of the *Act* states that rent must be paid by the Tenant when due according to the tenancy agreement, whether or not the Landlord complies with the tenancy agreement or the *Act*, unless the Tenant has a right to deduct all or a portion of the rent.

Section 67 of the *Act* permits an Arbitrator to determine and Order an amount of compensation should a party breach the *Act*.

When reviewing the undisputed and consistent evidence before me, I am satisfied that the Tenant did not pay the rent as outlined by the Landlord. As the Tenant did not have authorization from the Landlord to withhold the rent, I find that the Tenant has breached the *Act*. As such, I am satisfied that the Landlord has corroborated a monetary award in the amount of **\$4,000.00** for the outstanding rental arrears.

As the Landlord was successful in this Application, I find that the Landlord is entitled to recover the \$100.00 filing fee.

Pursuant to Sections 38, 67, and 72 of the *Act*, I grant the Landlord a Monetary Order as follows:

Calculation of Monetary Award Payable by the Tenant to the Landlord

Item	Amount
Rental arrears for May 2020	\$200.00
Rental arrears for June 2020	\$1,150.00
Rental arrears for July 2020	\$1,150.00
Rental arrears for August 2020	\$350.00
Rental arrears for February 2021	\$1,150.00
Filing Fee	\$100.00
Security Deposit	-\$562.50
Total Monetary Award	\$3,537.50

Conclusion

Based on the above, the Landlord is provided with a Monetary Order in the amount of **\$3,537.50** in the above terms, and the Tenant must be served with **this Order** as soon as possible. Should the Tenant 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 *Residential Tenancy Act*.

Dated: June 11, 2021

Residential Tenancy Branch