



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CASA LUNA CUISINE CORP  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNR, MNSD, FF

### Introduction

On February 28, 2021, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) seeking a monetary order for unpaid rent; to keep a security deposit, and to recover the filing fee.

This matter was set for hearing by telephone conference call at 1:30 pm on this date. The Landlord’s agent (“the Landlord”) attended the hearing; however, the Tenants did not. The line remained open while the phone system was monitored for ten minutes and the Tenants did not call into the hearing during this time.

The Landlord testified that he served the Tenants with the Notice of Dispute Resolution Proceeding using email sent to them on March 12, 2021. The Landlord testified that he used an email address that the parties have recently used to discuss tenancy related matters. The Landlord provided copies of recent email conversations using this email address. The Landlord provided a copy of his March 12, 2021 email sent to this address which indicates he served the Notice of Dispute Resolution Proceeding as an attachment. The Landlord testified that he received an email confirmation from the Tenants on March 13, 2021 that the email was delivered.

I find that the Tenants were sufficiently served with notice of the date and time of this hearing for the purposes of the Act. The hearing proceeded.

They Landlord was provided with the opportunity to present affirmed oral testimony and to make submissions during the hearing.



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.

#### Issues to be Decided

- Is the Landlord entitled to a monetary order to recover unpaid rent?
- Can the Landlord keep the security deposit towards their claims?
- Is the Landlord entitled to recover the cost of the filing fee?

#### Background and Evidence

The Landlord testified that the tenancy began in December 2020 as a fixed term tenancy until July 1, 2021, that could continue thereafter on a month to month basis. Rent in the amount of \$1,450.00 was to be paid to the Landlord by the first day and 15<sup>th</sup> day of each month. The tenancy agreement permitted the Tenants to split up the rent payments. The Tenants paid the Landlord a security deposit of \$725.00. The Landlord provided a copy of the tenancy agreement.

The Landlord testified that the Tenants failed to pay all the rent owing under the tenancy agreement. He testified that not all the rent was paid for January 2021 and no rent was paid for February 2021. The Tenants moved out of the rental unit on February 18, 2021.

The Landlord is seeking a monetary order for unpaid rent as follows:

Unpaid Rent	
January 2021	\$875.00
February 2021	\$1450.00
total	\$2,325.00

#### Security Deposit

The Landlord is seeking to keep the security deposit of \$575.00 in partial satisfaction of his claim for unpaid rent.

#### Analysis

Residential Tenancy Policy Guideline # 3 Claims for Rent and Damages for Loss of Rent provides the following information:

*The damages awarded are an amount sufficient to put the landlord in the same position as if the tenant had not breached the agreement. As a general rule this*



*includes compensating the landlord for any loss of rent up to the earliest time that the tenant could legally have ended the tenancy.*

Based on the evidence before me, the testimony of the Landlord, and on a balance of probabilities, I make the following findings:

I accept the Landlords testimony that the Tenants failed to pay all the rent owing under the tenancy agreement for the months of January 2021 and February 2021.

I find that the Tenants owe the Landlord the amount of \$2,325.00 for unpaid rent.

I authorize the Landlord to keep the security deposit of \$725.00 in partial satisfaction of the award for unpaid 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 Tenants 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 \$2,425.00 comprised of \$2,325.00 in unpaid rent and the \$100.00 fee paid by the Landlord for this hearing. After setting off the security deposit of \$725.00 towards the award of \$2,425.00, I find that the Landlord is entitled to a monetary order in the amount of \$1,700.00. This monetary order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court. The Tenants are cautioned that costs of such enforcement are recoverable from the Tenants.

### Conclusion

The Tenants failed to pay the all the rent owing under the tenancy agreement for January 2021 and February 2021.

The Landlord is authorized to keep the security deposit towards unpaid rent, and I grant the Landlord a monetary order in the amount of \$1,700.00.

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: July 15, 2021