



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, MNRL-S, FFL

Introduction

On April 19, 2021, the Landlords made an Application for Dispute Resolution seeking an Order of Possession based on a One Month Notice to End Tenancy for Cause (the “Notice”) pursuant to Section 47 of the *Residential Tenancy Act* (the “Act”), seeking a Monetary Order for unpaid rent 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 9:30 AM on August 19, 2021.

Landlord Q.B. attended the hearing with W.Y. attending as her agent; however, the Tenant did not attend at any point during the 23-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.

The Landlord advised that she served the Notice of Hearing and evidence package to the Tenant by registered mail on April 25, 2021 (the tracking number is noted on the first page of this Decision). She stated that she believes that the Tenant refused to pick up this package. Based on this undisputed evidence, I am satisfied that the Tenant was deemed to have received the Notice of Hearing and evidence package five days after it was mailed. As such, I have accepted the Landlords’ 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 an Order of Possession?
- Is the Landlord entitled to a Monetary Order for compensation?
- Is the Landlord entitled to recover the filing fee?

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.

The Landlord advised that the tenancy started on July 1, 2020, that rent was established at an amount of \$2,000.00 per month, and that it was due on the first day of each month. A security deposit of \$1,000.00 and a pet damage deposit of \$100.00 were also paid. A copy of the signed tenancy agreement was submitted as documentary evidence.

She testified that she was granted an Order of Possession on a previous Decision (the relevant file number is noted on the first page of this Decision) and the Tenant was forced to give up vacant possession of the rental unit on May 25, 2021. As such, she is no longer seeking an Order of Possession.

However, she indicated that, in December 2020, the Tenant arbitrarily decided that she would deduct an amount from rent because she no longer wanted to use the dryer that was provided as part of her tenancy. The Tenant started deducting the cost of the use of a dryer at a laundromat and the cost of a taxi to get there. She did not have authorization from the Landlords to make this deduction, nor was she entitled to under the *Act*.

As such, the Landlords are seeking a Monetary Order for rental arrears in the amount as follows:

- December 2020 rent: \$151.23
- January 2021 rent: \$100.00
- February 2021 rent: \$127.00
- March 2021 rent: \$87.15
- April 2021 rent: \$221.32
- May 2021 rent: \$100.00
- Total rental arrears: **\$786.70**

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.

As the Landlords have already regained vacant possession of the rental unit, a Decision regarding an Order of Possession based on the Notice is moot and not necessary to consider.

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.

With respect to the rental arrears owing, the undisputed evidence before me is that the Tenant reduced her rent without authorization from the Landlords and without any authority under the *Act* to do so. As such, I grant the Landlords a monetary award in the amount of **\$786.70** for the outstanding rental arrears.

As the Landlords were successful in this Application, I find that the Landlords are entitled to recover the \$100.00 filing fee. Under the offsetting provisions of Section 72 of the *Act*, I allow the Landlords to retain a portion of the security deposit in satisfaction of these debts.

Pursuant to Sections 38, 67, and 72 of the *Act*, I grant the Landlords a monetary award as follows:

Calculation of Monetary Award Payable by the Landlords to the Tenant

Item	Amount
Rental arrears for December 2020	-\$151.23
Rental arrears for January 2021	-\$100.00
Rental arrears for February 2021	-\$127.00
Rental arrears for March 2021	-\$87.15
Rental arrears for April 2021	-\$221.32
Rental arrears for May 2021	-\$100.00
Filing Fee	-\$100.00
Security deposit	\$1,000.00
Total Monetary Award to Tenant	\$113.30

The Landlord advised that she was also permitted to retain an additional \$100.00 from the security deposit from the previous Decision. However, this is not reflected in the amount above.

Conclusion

Based on the above, the Landlords are entitled to withhold the applicable amounts from the Tenant's security deposit. The Landlords are cautioned that any remaining amount of the security deposit and the pet deposit must be dealt with in accordance with the *Act*.

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: August 19, 2021

Residential Tenancy Branch