



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SKYLINE LIVING
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MNSD, FFL

Introduction

On April 15, 2021, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) seeking a monetary order for unpaid rent and to retain a security deposit in partial satisfaction of the claim.

The matter was set for a conference call hearing. The Landlord and Tenant attended the hearing. At the start of the hearing, I introduced myself and the participants. The hearing process was explained. The evidence was reviewed and confirmed received by each party. The parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to present affirmed oral testimony and to make submissions during the hearing. The parties were informed that recording the hearing is not permitted.

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 for unpaid rent?
- Is the Landlord entitled to keep a security deposit?

Background and Evidence

The Landlord and Tenant testified that the tenancy began on July 1, 2020 as a one-year fixed term tenancy ending June 30, 2021. Rent in the amount of \$1,685.00 was due to be paid to the Landlord by the first day of each month. The Tenant paid the Landlord a security deposit of \$842.50.

Loss of Rent

The Landlord testified that the Tenant ended the tenancy on March 31, 2021 prior to the end of the fixed term agreement.

The Landlord stated that the Landlord was not able to re-rent the rental unit for the month of April 2021 and the Tenant is responsible to pay the rent for April 2021. The Landlord is seeking a monetary order for \$1,760.00 for April 2021 rent.

In reply, the Tenant testified that she did pay the rent owing under the tenancy agreement for the month of April 2021, and she referred to the Landlord's documentary evidence of a rent payment ledger showing that the April 2021 rent was paid.

The Landlord agreed that the April 2021 rent was paid and asked to withdraw the application in its entirety. The Landlord apologized for the error.

The Tenant provided her forwarding address to the Landlord at the hearing and the Landlord agreed to return the security deposit to the Tenant in accordance with section 38 of the Act.

The Landlord's application 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: October 18, 2021

Residential Tenancy Branch