



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL-S FFL

Introduction

The landlord seeks unpaid rent from their former tenant, pursuant to sections 26 and 67 of the *Residential Tenancy Act* ("Act"). In addition, they seek to recover the cost of the application filing fee, pursuant to section 72 of the Act.

Only the landlord attended the hearing on Tuesday, November 16, 2021 at 1:30 PM (Pacific Time). The tenant did not attend the hearing, which ended at 1:45 PM.

The landlord testified that she served the tenant in person with the Notice of Dispute Resolution Proceeding on May 31, 2021. Based on this undisputed evidence it is my finding that the tenant was served with the Notice of Dispute Resolution Proceeding.

Issues

1. Is the landlord entitled to compensation for unpaid rent?
2. Is the landlord entitled to recover the cost of the application filing fee?

Background and Evidence

The tenancy began on July 31, 2020 and ended, by way of a *Mutual Agreement to End A Tenancy*, on June 1, 2021. Monthly rent, which was due on the first day of the month, was \$1,800.00, later lowered to \$1,500.00 for three months. The tenant was to repay the deficit by or before the end of the tenancy, which they did not. The security deposit is \$900.00, which the landlord holds in trust. A copy of the tenancy agreement was submitted into evidence. The landlord gave evidence that the tenant owes \$6,343.00 in arrears, both unpaid rent and unpaid amounts from when the rent was temporarily lowered. Also submitted into evidence was a spreadsheet showing amounts unpaid.

Analysis

Section 26 of the Act requires a tenant to pay rent when it is due under the tenancy agreement, whether or not the landlord complies with the Act or the tenancy agreement, unless the tenant has a right under the Act to deduct all or some of the rent.

The undisputed evidence of the landlord persuades me to find, on a balance of probabilities, that the tenant owes rent arrears. There is no evidence for me to find that the tenant had a right under the Act not to pay rent. Given these facts, then, it is my finding that the landlord has proven her claim for \$6,343.00.

The landlord is awarded \$100.00 in compensation to cover the cost of the filing fee, pursuant to section 72 of the Act. The total award is \$6,443.00.

Section 38(4)(b) of the Act permits a landlord to retain a security deposit if authorized by an arbitrator. As such, the landlord is hereby authorized and ordered to retain the tenant's \$900.00 security deposit in partial satisfaction of the above-noted award.

The balance of the amount – \$5,543.00 – is granted by way of a monetary order. A copy of this order is issued in conjunction with this decision, to the landlord. As explained to the landlord, should the tenant refuse to pay then she will need to file and enforce the order in the Provincial Court of British Columbia, Small Claims Division.

Conclusion

The application is granted.

This decision is made on delegated authority under section 9.1(1) of the Act.

Dated: November 16, 2021

Residential Tenancy Branch