



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR MNSD FF

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution. The participatory hearing was held on March 17, 2022. The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for unpaid rent or utilities.

The Landlord provided affirmed testimony at the hearing. The Tenant did not attend the hearing.

The Landlord testified that he sent a copy of the Notice of Dispute Resolution Proceeding along with supporting documentary evidence to the Tenant on September 17, 2021, by registered mail, to the Tenant's forwarding address. The Landlord provided a copy of the registered mailing receipt. I find the Tenant received this package on September 22, 2021, the fifth day after its registered mailing, pursuant to Section 90 of the *Act*.

The Landlord was provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. 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

1. Is the Landlord entitled to a monetary order for unpaid rent or utilities?

Background and Evidence

The Landlord testified that monthly rent was \$1,850.00 and is due on the first of the month. The Landlord testified that he holds a security deposit in the amount of \$925.00.

The Landlord stated that the Tenant ran into financial troubles in August 2021, and only paid \$291.00 on August 1, 2021, \$300.00 on August 8, 2021, and \$200.00 on August 11, 2021. The Landlord stated that the Tenant only paid \$791.00 for August 2021, and owes an additional \$1,059.00 for that month. The Landlord stated that the Tenant moved out suddenly on August 26, 2021, and left behind unpaid rent, and some damage. The Landlord stated he is only seeking to retain the security deposit of \$925.00, and is willing to forgo any further amounts for rent or damages to the rental unit.

Analysis

Based on the unchallenged testimony and documentary evidence, and on a balance of probabilities, I find as follows:

Section 26 of the *Act* confirms that a Tenant must pay rent when it is due unless the Tenant has a right under the *Act* to deduct all or a portion of rent (security deposit overpayment, emergency repairs paid for by the Tenant, illegal rent increases, or another Order by an Arbitrator).

With respect to the Landlord's request for a Monetary Order for unpaid rent, I find there is sufficient evidence from the Landlord's undisputed documentary evidence and testimony before me to demonstrate that the Tenant owes and has failed to pay \$1,059.00 in rent for August 2021. I find the Tenant is liable for this amount, and pursuant to section 72 of the *Act*, I authorize the Landlord to retain the entire security deposit in the amount of \$925.00 to offset what is owed. No further monetary orders will be made, as the Landlord is not interested in pursuing a Monetary Order beyond simply keeping the deposit.

Conclusion

The Landlord may retain the security deposit, in full.

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: March 17, 2022