



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

### Dispute Codes:

OPR, MNRL-S, FFL

### Introduction

This hearing was convened in response to the Landlords' Application for Dispute Resolution, in which the Landlords applied for an Order of Possession for Unpaid Rent or Utilities, a monetary Order for unpaid rent or utilities, to retain all or part of the security deposit, and to recover the fee for filing this Application for Dispute Resolution. At the hearing the Agent for the Landlord stated that the Landlord has possession of the rental unit and an Order of Possession is no longer required.

The Agent for the Landlord stated that on March 16, 2022 the Dispute Resolution Package and evidence submitted to the Residential Tenancy Branch on March 11, 2022 was sent to the Tenant, via registered mail, at rental unit. The Landlord submitted a Canada Post receipt that corroborates this statement. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*, however the Tenant did not appear at the hearing. As the documents were properly served to the Tenant, the evidence was accepted as evidence for these proceedings and the hearing proceed in the absence of the Tenant.

The Agent for the Landlord was given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. The Agent for the Landlord affirmed that they would speak the truth, the whole truth, and nothing but the truth during these proceedings.

The Agent for the Landlord was advised that the Residential Tenancy Branch Rules of Procedure prohibit private recording of these proceedings. The Agent for the Landlord affirmed they would not record any portion of these proceedings.

### Preliminary Matter

The Agent for the Landlord applied to amend the Application for Dispute Resolution to include unpaid rent from April of 2022. I find that it was reasonable for the Tenant to conclude that the Landlord would seek to recover all of the rent that is currently due, including unpaid rent that has accrued since the Application for Dispute Resolution was filed. I therefore grant the application to amend the monetary claim to include all rent that is currently due.

### Issue(s) to be Decided

Are the Landlords entitled to a monetary Order for unpaid rent or unpaid utilities and to retain all of part of the security deposit?

### Background and Evidence

The Agent for the Landlord stated that:

- this tenancy began on February 17, 2017;
- at the end of the tenancy the rent was \$1,960.00;
- rent was due by the first day of each month; and
- the Tenant paid a security deposit of \$950.00 and a pet damage deposit of \$200.00;
- the Tenant still owes \$1,029.00 in rent for February of 2022;
- no rent was paid for March or April of 2022;
- a Ten Day Notice to End Tenancy for Unpaid Rent, which had an effective date of February 28, 2022, was personally served to the Tenant on February 18, 2022; and
- the rental unit was vacated on April 12, 2022.

### Analysis

On the basis of the undisputed evidence, I find that the Tenant entered into a tenancy agreement with the Landlord that required the Tenant to pay monthly rent of \$1,960.00 during the latter portion of the tenancy and that rent was due by the first day of each month.

As the Tenant is required to pay rent when it is due, pursuant to section 26(1) of the *Act*, and the evidence shows that the Tenant did not pay all of the rent that was due for February of 2022, I find that the Tenant must pay \$1,029.00 in outstanding rent from February of 2022.

Section 46(1) of the *Act* entitles landlords to end a tenancy within ten days if rent is not paid when it is due by providing proper written notice. On the basis of the undisputed evidence I find that the Ten Day Notice to End Tenancy, served pursuant to section 46 of the *Act*, was personally served to the Tenant on February 18, 2022. As the Tenant did not pay all of the rent that was due for February of 2022 and the Tenant did not dispute the Ten Day Notice to End Tenancy for Unpaid Rent, I find that this tenancy ended on the effective date of the Ten Day Notice to End Tenancy for Unpaid Rent, which was February 28, 2022.

As the Tenant did not vacate the rental unit on February 28, 2022, I find that the Tenant remained obligated to pay rent, on a per diem basis, for the days the Tenant remained in possession of the rental unit. On the basis of the undisputed evidence, I find that the rental unit was vacated on April 12, 2022. I therefore find that the Tenant must pay \$1,960.00 in rent for March of 2022 and \$783.96 for the period between April 01, 2022 and April 12, 2022, which is calculated at a daily rate of \$65.33.

I find that the Landlord's application has merit and that the Landlord is entitled to recover the cost of filing this Application for Dispute Resolution.

### Conclusion

The Landlord has established a monetary claim, in the amount of \$3,872.96, which includes \$3,772.96 in unpaid rent and \$100.00 in compensation for the fee paid to file this Application for Dispute Resolution. Pursuant to section 72(2) of the *Act*, I authorize the Landlord to keep the Tenant's security deposit of \$950.00 and pet damage deposit of \$200.00, in partial satisfaction of the monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the balance of \$2,722.96. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: May 31, 2022

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Residential Tenancy Branch