



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CASA RENTAL MANAGEMENT and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes Tenant: MNSD FF
 Landlord: MND MNR MNSD FF

Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the parties. The participatory hearing was held, via teleconference, on July 12, 2022. Both parties applied for multiple remedies under the *Residential Tenancy Act* (the “Act”).

The Landlord attended the hearing and provided affirmed testimony. However, the Tenants did not. The hearing was by telephone conference and began promptly, as scheduled, at 1:30 pm Pacific Time on July 12, 2022, as per the Notice of a Dispute Resolution Hearing provided to the parties. The line remained open while the phone system was monitored for 10 minutes and the only participant who called into the hearing during this time was the Landlord who was ready to proceed.

After the ten minute waiting period, the Tenants’ application was **dismissed in full, without leave to reapply**.

Landlord’s Application

The Landlord provided affirmed testimony they served the Tenants with the Notice of Dispute Resolution Proceeding and their evidence package by registered mail on December 10, 2021. The Landlords stated that they lost the registered mail tracking receipt, but they provided statements under oath that the package was sent on December 10, 2021, to the Tenants’ forwarding address. I accept the Landlord’s statements under oath that this package was sent, as stated. Pursuant to section 90 of the Act, I find the Tenants are deemed to have received the above noted package on December 15, 2021, five days after it was sent.

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.

Preliminary Matters

During the hearing, the Landlord attempted to point to evidence that they stated was served to the Tenants, but was not in the evidence package provided to the RTB. This evidence was in relation to the Landlord's claim for compensation for damage to the rental unit. The Landlord stated the missing documents were copies of invoices and proof of payment for the expenses incurred. Given this anomaly, and that there was potentially a technical issue with the uploading of evidence on the RTB site, I allowed the Landlord to withdraw this portion of their application, and re-file it with the necessary and relevant evidence they wish to include, when they subsequently file the remainder of the application.

At this proceeding, given the above, the Landlord only wished to proceed with their claim against the security for the unpaid rent, and they would reapply for all other matters. I hereby allow the Landlord to withdraw all monetary items on this application (with leave to reapply), except for their claim to recover unpaid rent, which will be addressed below.

Issue(s) to be Decided

- Are the Landlords entitled to compensation for unpaid rent?
- Are the Landlords entitled to keep the security deposit to offset the amounts owed by the Tenants?

Background and Evidence

The tenancy agreement provided into evidence shows that monthly rent was \$2,695.00, and was due on the first of the month. The tenancy agreement started on September 1, 2021, and was for a fixed term of 12 months. The Landlord stated that they hold a security deposit in the amount of \$1,347.50. The Landlord noted that although the tenancy agreement specifies that there is a pet deposit of \$1,347.50, the Tenants never paid this amount, so only a security deposit is held, currently.

The Landlord stated that shortly after moving in, the Tenants had issues paying their rent, and no rent was received for November 2021. As a result, the Landlord stated that they issued a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities on November 10, 2021. Following the issuance of this Notice, the Tenants paid \$100.00 towards November 2021 rent, but they still owe \$2,595.00. The Landlord stated that the Tenants moved out suddenly at the end of November, without proper notice.

Analysis

Based on the unchallenged and affirmed 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 Tenants owe and have failed to pay \$2,595.00 in rent from November 2021.

Further, section 72 of the *Act* gives me authority to order the repayment of a fee for an application for dispute resolution. Given the Landlord was successful, I award the recovery of this fee, \$100.00. Section 72 of the *Act* allows me to authorize that the security deposit, currently held by the Landlord, be kept and used to offset the amount of rent still owed by the Tenants. In summary, I grant the monetary order based on the following:

Claim	Amount
Unpaid rent	\$2,595.00
Filing Fee	\$100.00
Less:	
Security Deposit currently held by Landlord	(\$1,347.50)

TOTAL:	\$1,347.50
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Conclusion

The Landlord is granted a monetary order pursuant to Section 67 in the amount of **\$1,347.50**. This order must be served on the Tenant. If the Tenant fails to comply with this order the Landlord may file the order in the Provincial Court (Small Claims) and be 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 *Residential Tenancy Act*.

Dated: July 13, 2022

Residential Tenancy Branch