



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MJI DEVELOPMENT LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR-DR, MNR-DR, FFL

Introduction

Pursuant to section 58 of the *Residential Tenancy Act* (the Act), I was designated to hear an application regarding a residential tenancy dispute. The landlord applied on June 15, 2022 for:

- an order of possession, having issued a 10 Day Notice;
- a monetary order for rent not paid in the required time; and
- the filing fee.

The parties were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses; they were made aware of Residential Tenancy Branch Rule of Procedure 6.11 prohibiting recording dispute resolution hearings.

Neither party raised an issue regarding service of the materials for this hearing.

Preliminary Issue

As the parties agreed the tenants vacated the rental unit on June 17, 2022, I dismiss the landlord's application for an order of possession.

Issues to be Decided

- 1) Is the landlord entitled to a monetary order for unpaid rent?
- 2) Is the landlord entitled to the filing fee?

Background and Evidence

While I have considered the presented documentary evidence and the testimony of the parties, not all details of their submissions and arguments are reproduced here. The relevant and important aspects of the parties' claims and my findings are set out below.

The parties agreed on the following particulars of the tenancy. It began on March 1, 2022, and was to be for a fixed term ending on February 28, 2023; the tenants vacated the rental unit on June 17, 2022; rent was \$7,300.00, due on the first of the month; and the tenants paid a security deposit of \$3,650.00, which the landlord still holds.

The landlord testified that the tenants did not pay rent for June 2022, though they resided in the rental unit until June 17, 2022. The landlord's application indicates the landlord is seeking rent for June 2022 in the amount of \$7,300.00.

The tenants testified that they ended the tenancy by sending written notice to the landlord by email on May 15, 2022, stating that the tenancy would end on June 20, 2022. The tenants testified they later said their notice to end the tenancy should be effective May 18, 2022. The tenants testified they should not have to pay rent for June 2022. The tenants testified they were entitled to terminate the tenancy agreement due to loss of quiet enjoyment and because the landlord failed to make repairs.

The parties agree the tenants did not pay rent for June 2022.

Analysis

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

[Policy Guideline 3](#). *Claims for Rent and Damages for Loss of Rent* states that a tenant is liable to pay rent until a tenancy agreement ends.

Based on the testimony of the parties that the tenants vacated the rental unit on June 17, 2022, I find the tenancy ended on June 17, 2022, in accordance with section 44(1)(d) of the Act.

Therefore, I find the tenants owe rent for June 1–17, 2022 in the amount of \$4,136.67. (\$7,300.00/30 days x 17 days = \$4,136.67)

Section 72 of the Act gives me the authority to order the repayment of a fee for an application for dispute resolution. As the landlord is successful in their application, I order the tenants to pay the \$100.00 filing fee the landlord paid to apply for dispute resolution.

In accordance with section 72 of the Act, I allow the landlord to retain \$3,650.00 of the tenants' security deposit in partial satisfaction of the amount owed to the landlord.

I find the landlord is entitled to a monetary order as follows:

Outstanding rent	\$4,136.67
Filing fee	\$100.00
Security deposit	-\$3,650.00
Total owed to landlord	\$586.67

Conclusion

The landlord's application is granted.

The landlord is granted a monetary order in the amount of \$586.67 for unpaid rent and the filing fee.

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: December 12, 2022

Residential Tenancy Branch