



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing

A matter regarding DVP PROPERTIES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

CNR, OLC, OPR, MNR, FF

Introduction

This hearing was convened in response to applications by the landlord and the tenants.

The landlord's application is seeking orders as follows:

1. For an order of possession;
2. For a monetary order for unpaid rent; and
3. To recover the cost of filing the application.

The tenant's application is seeking orders as follows:

1. To cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the "Notice") issued; and
2. To have the landlord comply with the Act.

Both parties appeared, gave testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions at the hearing.

At the outset of the hearing the parties agreed that the tenants vacated the rental unit. Therefore, I do not need to consider the merits of the Notice or to have the landlord comply with the Act. As the tenancy is over. Therefore, I dismiss the tenant's application.

The tenant indicated that they have a monetary claim against the landlord. However, their application does not claim monetary compensation, nor was it amended. Therefore, I cannot consider something that is not properly before me.

Issue(s) to be Decided

Is the landlord entitled to unpaid rent?

Background and Evidence

The tenancy began on May 1, 2022. Rent in the amount of \$2,737.00 was payable on the first of each month. A security deposit of \$1,368.50 was paid by the tenant.

The parties agreed that the landlord was to keep the security deposit of \$1,368.50 and the tenants paid the sum of \$300.00 leaving the balance due of rent for April 2023, in the amount of \$1,068.50.

The tenant testified that they should not have to pay it because the landlord breached the Act, which caused them to move.

Analysis

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

As stated the tenants do not have a claim for monetary compensation in their application.

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

As the tenants did not pay all rent owed to the landlord for April 2023, I find the tenants breached the Act. I find the tenants owe the landlord the some of \$1,168.50 for unpaid rent, after the offset of the security deposit and the \$300.00 payment and the cost of the filing fee. This order may be enforced in Provincial Court as an order of that court. The **tenants are cautioned** that costs of such enforcement are recoverable from the tenants.

Conclusion

The tenant's application is dismissed. Landlord is granted a monetary order for unpaid rent. The security deposit and \$300.00 payment offset April 2023, rent.

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: May 29, 2023

Residential Tenancy Branch