



# Dispute Resolution Services

Residential Tenancy Branch  
Ministry of Housing

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## **DECISION**

Dispute Codes      MNRL-S MNDL-S FFL

### Introduction

The Landlord seeks compensation against their former Tenants pursuant to sections 26, 67, and 72 of the *Residential Tenancy Act* (the “Act”).

### Issue

Is the Landlord entitled to compensation?

### Evidence and Analysis

In a dispute resolution proceeding, the applicant must prove their claim on a balance of probabilities (meaning “more likely than not”). I have considered the parties’ testimony, arguments, submissions, and documentary evidence, but will only refer to evidence that I find relevant and necessary to explain the decision.

The tenancy began on June 1, 2022, and ended on October 1, 2022. Monthly rent, which was due on the first day of the month, was \$2,450.00. The Tenants paid a \$1,225.00 security deposit which the Landlord currently holds in trust pending the outcome of this application. A copy of the written tenancy agreement was in evidence, and it sets out that the tenancy was a fixed-term tenancy that was to end on May 31, 2023.

It is noted that the Landlord made their application for dispute resolution on October 14, 2022, within the 15-day requirement as set out in section 38(1) of the Act.

The Landlord seeks \$2,450.00 in compensation for unpaid rent for September 2022. The Landlord had originally sought money for unpaid utilities, but that amount has since been paid by the Tenants and the Landlord no longer seeks that amount.

A completed Monetary Order Worksheet, a rent accounting statement showing paid and unpaid rent were submitted by the Landlord into evidence. The Landlord issued a 10 Day Notice to End Tenancy for Unpaid Rent in relation to unpaid rent for September 2022; a copy of this notice was also in evidence.

The Tenant (C.F.) testified about various issues wrong with the rental unit and concerns about the tenancy agreement. They also appeared to seek compensation from the Landlord; however, as explained to the Tenants during the hearing, that would need to be done by way of a separate application. In all, the Tenants merely seek the return of the security deposit.

Section 26(1) of the Act states that a tenant must pay rent when it is due under the tenancy agreement, regardless of whether the landlord complies with the Act, unless the tenant has a right under this Act to deduct all or a portion of the rent.

Section 67 of the Act permits an arbitrator to determine the amount of, and order a party to pay, compensation to another party if damage or loss results from a party not complying with the Act, the regulations, or a tenancy agreement.

In this dispute, the evidence persuades me to find, on a balance of probabilities, that the Tenants did not pay September 2022 rent. While it is not lost on me that the Tenants were unhappy with the state of the rental unit, there is nothing in evidence for me to find that they had any valid or legal reason to not pay rent for September 2022.

The Landlord is therefore awarded \$2,450.00 for unpaid rent and is awarded an additional \$100.00 to pay for the application fee under section 72 of the Act.

In total, the Landlord is awarded \$2,550.00. The Landlord is authorized to retain the security deposit in partial satisfaction of the award, under section 38(4)(b) of the Act.

The Tenants are ordered, under section 67 of the Act, to pay the balance of \$1,325.00 to the Landlord. A monetary order in this amount is issued with this decision to the Landlord, who must serve a copy of the monetary order upon the Tenants.

### Conclusion

**The application is granted. The Landlord is awarded \$2,550.00 and is authorized to retain the security deposit.**

**The Tenants are ordered to pay \$1,325.00 to the Landlord.**

This decision is made on delegated authority under section 9.1(1) of the Act.

Dated: July 18, 2023

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Residential Tenancy Branch