

DECISION

Introduction

This hearing dealt with an Application for Dispute Resolution by both parties under the *Residential Tenancy Act* (the Act) for:

- an Order of Possession based on a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (10 Day Notice) under sections 46 and 55 of the Act
- an Order of Possession based on the Tenant's written notice to end the tenancy under sections 45 and 55 of the Act
- a Monetary Order for unpaid rent under section 67 of the Act
- a Monetary Order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act
- authorization to retain all or a portion of the Tenant's security deposit in partial satisfaction of the Monetary Order requested under section 38 of the Act
- authorization to recover the filing fee for this application from the Tenant under section 72 of the Act
- Cancel the 10 Day Notice
- For an order to suspend or set conditions on the landlord's right to enter the rental unit or site

Those listed on the cover page of this decision attended the hearing and were affirmed. Words utilizing the singular shall also include the plural and vice versa where the context requires.

Preliminary Matters

Both parties confirmed their respective email addresses during the hearing. As a result, this decision will be emailed to both parties. In addition, the parties also confirmed that before the hearing, in October 2024, the Tenant vacated the rental unit and as such, the Landlord does not require an Order of Possession as they already have possession of the rental unit. Given the above, I find the Tenant's application is now moot and it is dismissed in full without leave to reapply. I will consider the Landlord's monetary claim for unpaid rent and the filling fee as a result.

Also, as the Landlord confirmed that they have not received a written forwarding address since the Tenant vacated, I have removed the Landlord's request to retain the security deposit as the Tenant must provide their written forwarding address within one

year from the date they vacated the rental unit or the Landlord may retain the full deposit including interest in full.

Issues to be Decided

- Does the Tenant owe rent and if so, in what amount?

Facts and Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on the balance of probabilities, I find the following.

A copy of the tenancy agreement was submitted in evidence, which began on May 1, 2024. Monthly rent is \$3,900.00 per month and due on the first day of each month.

The Landlord agreed that \$1,950.00 of the \$3,900.00 September rent was paid by the Tenant. Although the Tenant claims there were two other e-transfer payments totalling \$1,950.00 for the remainder of September 2024 rent, the Landlord stated that the Tenant made no such payments. The Tenant failed to submit any documentary evidence to support their testimony.

The Tenant claims they vacated the rental unit on October 18, 2024, while the Landlord stated that the Tenant did not vacate until October 22, 2024. The Tenant confirmed that they did not pay rent for October 2024.

I find the Tenant failed to prove any more than \$1,950.00 was paid for September 2024 rent and I find October 2024 was due and owed as of October 1, 2024. Therefore, I find the Tenant breached section 26 of the Act, which requires rent be paid in full on the date that it is due, which in the matter before me was the first day of each month.

Under section 67 of the Act, I grant the Landlord **\$1,950.00** for September 2024 rent arrears plus **\$3,900.00** for October 2024 rent arrears.

I also grant the **\$100.00** filing fee under section 72 of the Act.

Conclusion

The Tenant's application is dismissed in its entirety as it is moot, without leave to reapply.

The Landlord's application is partially successful.

The Landlord is granted a monetary order in the amount of **\$5,950.00** comprised of \$5,850.00 in rent arrears, plus the \$100.00 filing fee under section 67 of the Act.

The Landlord is provided with this Order in the above terms and the Tenant(s) must be served with **this Order before it is enforced**. Should the Tenant(s) fail to comply with this Order, this Order may be filed and enforced in the Provincial Court of British Columbia (Small Claims Court) if equal to or less than \$35,000.00.

The decision will be emailed to both parties.

The Monetary Order will be emailed to the Landlord only for service on the Tenants, as required.

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: November 8, 2024

Residential Tenancy Branch