



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes:

MNSDS, MNRL

Introduction:

This hearing was convened in response to cross applications.

The Tenant filed an Application for Dispute Resolution in which the Tenant applied for the return of the security deposit.

The Landlord filed an Application for Dispute Resolution in which the Landlord applied for compensation for unpaid rent/utilities and to retain the security deposit.

SC was given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. SC affirmed they would speak the truth, the whole truth, and nothing but the truth during these proceedings.

SC was advised that the Residential Tenancy Branch Rules of Procedure prohibit private recording of these proceedings. SC affirmed they would not record any portion of these proceedings.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package)

SC stated that the Landlord's Application for Dispute Resolution and Proceeding Package was sent to the Tenant by courier on December 09, 2024. The Landlord submitted documents that corroborates this testimony. I find these documents were served in accordance with section 89 of the Act, as service by courier was permitted on that date, due to a postal strike. As these documents were properly served to the Tenant, the hearing proceeded in the absence of the Tenant.

SC stated that the Tenant's Application for Dispute Resolution and Proceeding Package was not served to the sent to the Landlord.

Service of Evidence

In December of 2024 and January of 2025, the Landlord submitted evidence to the Residential Tenancy Branch. SC stated that all this evidence was served to the Tenant with the Proceeding Package. I find these documents were served in accordance with section 88 of the Act, as service by courier was permitted on that date, due to a postal strike. As these documents were properly served to the Tenant, they were accepted as evidence for these proceedings.

In December of 2024, the Tenant submitted evidence to the Residential Tenancy Branch in support of the Tenant's Application for Dispute Resolution. SC stated that this evidence was not served to the Landlord. As this evidence was not served to the Landlord, it was not accepted as evidence for these proceedings.

Preliminary Matter #1

Although the Landlord did not specifically declare they were seeking to recover the fee paid to file their Application for Dispute Resolution, it is clear from their Application for Dispute Resolution that they were seeking to recover this fee. This matter will, therefore, be considered.

Preliminary Matter #2

As the Tenant did not attend the hearing in support of the Tenant's Application for Dispute Resolution and there is no evidence to show that this Application for Dispute Resolution was served to the Landlord, I find that the Tenant failed to diligently pursue their Application for Dispute Resolution. I therefore dismiss the Tenant's Application for Dispute Resolution without leave to reapply.

As the Tenant's Application for Dispute Resolution has been dismissed and the Landlord did not apply to retain the security deposit, the return of the security deposit will not be considered at these proceedings.

Preliminary Matter #3

SC stated that the Landlord is seeking compensation for courier costs. As this claim is not cited on the Application for Dispute Resolution, this claim is not being considered.

Issue(s) to be Decided:

Is the Landlord entitled to compensation for unpaid rent/utilities?

Is the Landlord entitled to recover the fee paid to file their Application for Dispute Resolution?

Background and Evidence:

The Landlord submitted a copy of a tenancy agreement, dated September 01, 2023, which declares:

- The tenancy began on August 01, 2022
- Rent is due on the 5th and 20th of each month
- Monthly rent is \$2,900.00
- A security deposit of \$1,450.00 is required
- Water is not included with the tenancy.

SC stated that:

- when the tenancy agreement was first signed on August 08, 2022, the parties agreed that rent would be due by the 5th day of each month
- the parties subsequently agreed that rent could be paid by the 5th or 20th day of each month, and the tenancy agreement was amended accordingly
- after amending the original tenancy agreement, another page 6 of the tenancy agreement was created, which was signed by both parties on September 01, 2023
- the Tenant created a duplicate tenancy agreement, which is somewhat different than the agreement signed by the parties on August 08, 2022, and subsequently amended on September 01, 2023
- the Landlord did not sign the duplicate tenancy agreement created by the Tenant
- the rent of \$2,900.00 has never been increased or decreased
- on August 01, 2024, the Tenant gave written notice of their intent to vacate the unit by August 30, 2024
- the Tenant did not vacate the rental unit until September 13, 2024
- the Tenant agreed that the Landlord could retain \$709.00 of the security deposit in compensation for unpaid rent from September of 2024
- the Tenant paid no other rent for September of 2024
- the Landlord returned \$741.00 of the Tenant's security deposit on September 14, 2024
- the Landlord believes they are entitled to \$1,209.00 for 13 days of rent for the period between September 01, 2024 - September 13, 2024, which is based on per diem rent of \$93.00
- the Landlord is seeking compensation for overholding rent owed for September of 2024, less the \$741.00 retained from the security deposit

- the tenancy agreement required the Tenant to pay for water consumed during the tenancy
- the Landlord is seeking compensation for the water bill from July and August of 2024, which was submitted in evidence
- the Tenant has not paid any portion of the \$80.08 water bill from July and August of 2024
- the Landlord is seeking compensation for a pro-rated portion of the water bill from September and October of 2024, which was submitted in evidence
- the Tenant has not paid any portion of the \$154.77 water bill from September and October of 2024.

Analysis:

Based on the undisputed evidence, I find that this tenancy began in August of 2022 and that the monthly rent was \$2,900.00.

Based on the undisputed evidence, I find that the tenancy ended on August 31, 2024, on the basis of written notice provided by the Tenant.

Based on the undisputed evidence, I find that the rental unit was not vacated until September 13, 2024. I therefore find that the Tenant was obligated to pay “overholding” rent for the period between September 01-13 of 2024.

Per diem rent for September, based on monthly rent of \$2,900.00, is \$96.67. Therefore, I find the Tenant was obligated to pay per diem rent of \$1,256.71 for September of 2024. (13 x \$96.67).

Based on the undisputed evidence, I find that the Tenant allowed the Landlord to retain \$709.00 from the Tenant’s security deposit, in partial satisfaction of overholding rent owed for September of 2024. I therefore find that the Tenant still owes \$541.71 in overholding rent for September of 2024, and I award compensation in this amount.

Based on the undisputed evidence, I find that water was not included with the tenancy and that the Tenant has not paid any portion of the two water bills submitted in evidence. I therefore find that the Tenant is obligated to pay the water bill of \$80.08 and a pro-rated portion of the bill for \$154.77. As the \$154.77 bill was for September and October of 2024 and the Tenant occupied the unit until September 13, 2024, I find that the Tenant is obligated to pay 13/61 of the bill, which is \$32.98.

I find that the Landlord’s Application for Dispute Resolution has merit, and that the Landlord is entitled to recover the fee for filing their Application for Dispute Resolution.

Conclusion:

The Tenant's Application for Dispute Resolution was dismissed, without leave to reapply.

The Landlord has established a monetary claim of \$760.77, which includes \$547.71 for unpaid rent; \$113.06 for unpaid water bills; and \$100.00 for the fee to file an Application for Dispute Resolution. The Landlord is granted a Monetary Order for \$760.77. If the Tenant does not voluntarily comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims Court and 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 Act.

Dated: February 24, 2025

Residential Tenancy Branch