

## **DECISION**

### **Introduction**

This hearing dealt with the Tenant's Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

- cancellation of the Landlord's 10 Day Notice to End Tenancy for Unpaid Rent (10 Day Notice) and an extension of the time limit to dispute the 10 Day Notice under sections 46 and 66 of the Act
- an order to end the tenancy based on a frustrated tenancy agreement under section 44 of the Act
- authorization to recover the filing fee for this application from the Landlord under section 72 of the Act

and with the Landlord's Application for Dispute Resolution under 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
- a Monetary Order for unpaid rent under section 67 of the Act
- authorization to recover the filing fee for this application from the Tenants under section 72 of the Act

S.H. and T.H. attended the hearing for the Tenants.

M.G. and K.T. attended the hearing for the Landlord.

### **Service of Notice of Dispute Resolution Proceeding (Proceeding Package) and Evidence**

#### **Preliminary Matters**

At the outset of the hearing, the parties confirmed that the tenancy had ended March 31, 2025. In view of that, it was no longer necessary to determine the issues identified in the Tenants' application, or to determine whether the Landlord was entitled to an Order of Possession based on the 10 Day Notice.

On that basis, the following issues are dismissed without leave to reapply:

- cancellation of the Landlord's 10 Day Notice to End Tenancy for Unpaid Rent (10 Day Notice) and an extension of the time limit to dispute the 10 Day Notice under sections 46 and 66 of the Act
- an order to end the tenancy based on a frustrated tenancy agreement under section 44 of the Act
- authorization to recover the filing fee for this application from the Landlord under section 72 of the Act
- 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

Therefore, I proceeded to consider only whether the Landlord is entitled to a Monetary Order for unpaid rent and whether the Landlord is entitled to recover the filing fee for this application from the Tenants.

## **Issues to be Decided**

Is the Landlord entitled to a Monetary Order for unpaid rent?

Is the Landlord entitled to recover the filing fee for this application from the Tenants?

## **Background and Evidence**

The parties agree that the tenancy began on October 1, 2024, and ended on March 31, 2025. The current monthly rent at the time the tenancy ended was \$1,512.35 due on the first day of the month. The Landlord received a security deposit from the Tenants on September 8, 2024, in the amount of \$756.18.

The parties agree that the Tenants failed to pay rent in any amount on March 1, 2025, or any day thereafter.

The Tenants attribute their non-payment of rent to the costs associated with moving from the rental unit because of what they described as a mouse infestation. The Tenants said that they had offered their security deposit as partial payment, asking to pay only the remaining amount but that the Landlord was not agreeable.

The Landlord issued a 10 Day Notice dated March 6, 2025, with an effective date of March 19, 2025. The Tenants filed to dispute that 10 Day Notice but vacated the rental unit on March 26, 2025, before the present hearing.

## **Analysis**

### **Is the Landlord entitled to a Monetary Order for unpaid rent?**

Section 26 of the Act states that a tenant must pay rent to the landlord, regardless of whether the landlord complies with the Act, regulations or tenancy agreement, unless the tenant has a right to deduct all or a portion of rent under the Act.

The Tenant did not assert a right under the Act to deduct all or a portion of rent and admitted to having failed to pay rent in any amount for the month of March 2025.

I find that the Landlord has established a claim for unpaid rent owing for March 2025 in the amount of \$1,512.35.

Section 67 of the Act states that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party.

Therefore, I find the Landlord is entitled to a Monetary Order for unpaid rent in the amount \$1,512.35 under section 67 of the Act.

Section 1 of the Act defines “security deposit” as money paid, or value or a right given, by or on behalf of a tenant to a landlord that is to be held as security for any liability or obligation of the tenant respecting the residential property.

Section 72(2) of the Act states that if an arbitrator orders a tenant to pay any amount to the landlord, the amount may be deducted from any security deposit due to the tenant.

As the Landlord holds a security deposit in the amount of \$756.18 plus \$8.36 interest (calculated from September 8, 2024, to April 9, 2025), I offset the Monetary Order by that amount.

The Landlord may still file an application for lost revenue and damages; however, the issue of the security deposit has now been conclusively dealt with in this hearing.

### **Is the Landlord entitled to recover the filing fee for this application from the Tenants?**

As the Landlord was successful in their application, I find that the Landlord is entitled to recover the \$100.00 filing fee paid for this application under section 72 of the Act.

### **Conclusion**

I grant the Landlord a Monetary Order in the amount of **\$847.81** under the following terms:

<b>Monetary Issue</b>	<b>Granted Amount</b>
a Monetary Order for unpaid rent under section 67 of the Act	\$1,512.35
authorization to retain the Tenant's security deposit plus interest in partial satisfaction of the Monetary Order	-\$764.54

authorization to recover the filing fee for this application from the Tenant under section 72 of the Act	\$100.00
<b>Total Amount</b>	<b>\$847.81</b>

The Landlord is provided with this Order in the above terms and the Tenants must be served with **this Order** as soon as possible. Should the Tenants fail to comply with this Order, this Order may be filed and enforced in the Provincial Court of British Columbia (Small Claims 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: April 14, 2025

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Residential Tenancy Branch