



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD MNDC MND MNR FF

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution. A participatory hearing was held on May 22, 2018. The Landlord applied for multiple remedies, pursuant to the *Residential Tenancy Act* (the "Act").

The Landlord attended the hearing and provided testimony. The Tenant did not attend the hearing. The Landlord testified that he sent the Notice of Hearing and evidence to the Tenant by registered mail on October 19, 2017. The Landlord stated he sent the package to the forwarding address the Tenant provided to him on the Move-Out Inspection report (from October 11, 2017). Pursuant to section 88 and 90 of the Act, I find the Tenant is deemed to have received this package on October 24, 2017, the fifth day after it was mailed.

During the hearing, the Landlord stated that the only grounds he is looking to pursue at this point is a monetary order for unpaid rent, and to withhold the security deposit to offset the rent he is owed. The Landlord also expressed that he is not looking to recover the filing fee. I have amended the Landlord's application accordingly.

The Landlord was provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

1. Is the Landlord entitled to a monetary order for unpaid rent or utilities?

2. Is the Landlord authorized to retain all or a portion of the Tenant's security deposit in partial satisfaction of the monetary order requested, pursuant to section 38?

Background and Evidence

The Landlord testified that the tenancy began on August 1, 2017, with monthly rent being \$1,500.00. The Landlord testified that he currently holds a security deposit of \$750.00 and a pet deposit of \$750.00. The Landlord testified that the Tenant began threatening to stop paying rent and was being unreasonable shortly after she moved in. The Landlord stated that on October 1, 2017, the Tenant did not pay rent for the month.

The Landlord stated that he gave the Tenant a 10 Day Notice to End Tenancy on October 2, 2017. The Landlord also stated that the Tenant never paid anything for the month of October and she formally vacated the unit on October 11, 2017, the day the move-out inspection was done. The Landlord stated that the Tenant left a mess in the rental unit and broke the blinds. As such, the Landlord stated he had to spend a day or so cleaning the rental unit, and some more time fixing and repairing the blinds that were damaged. The Landlord stated that it took him several days to get the unit back to normal. The Landlord provided photos to show the mess left, as well as a copy of the inspection report showing damaged blinds. The Landlord stated that he re-rented the unit as of November 15, 2017.

Analysis

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

Section 26 of the *Act* confirms that a Tenant must pay rent when it is due unless the Tenant has a right under the *Act* to deduct all or a portion of rent.

With respect to the Landlord's request for a Monetary Order for unpaid rent, I find there is sufficient evidence from the Landlord's undisputed documentary evidence and testimony before me to demonstrate that the Tenant owes and has failed to pay \$1,500.00 in rent for October of 2017. I acknowledge that the Tenant was not in the rental unit for the whole month of October, but I find she is responsible for the whole month of rent because she left the unit dirty, with debris, and damage. Further, she did not provide at least one month notice that she would be leaving. All of this put the Landlord in a position where it was difficult to re-rent the unit the following month.

The Landlord requested that they be able to retain the security deposit of \$750.00 and the pet deposit in the amount of \$750.00 to offset the amount of rent owed.

Pursuant to sections 72 of the *Act*, I authorize that the security and pet deposit, currently held by the Landlord, be kept and used to offset the amount of rent still owed by the Tenant. In summary, the Landlord is entitled to recover \$1,500.00 in unpaid rent for October 2017, and he is authorized to retain the \$1,500.00 in deposits he currently holds to offset the rent he is owed. Since these amounts are equivalent, no further monetary order is necessary.

Conclusion

The Landlord is authorized to retain both deposits to offset the rent he is owed.

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 22, 2018

Residential Tenancy Branch