



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Concert Realty Services Ltd. and  
[tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPC, MNRL, FFL

### Introduction

This hearing was scheduled for 11:00 a.m. on this date, via teleconference call, to deal with the landlord's application for an order of Possession for Cause and a Monetary Order for unpaid rent for July 2020. The landlord's agent appeared for the hearing; however, there was no appearance on part of the tenant despite leaving the teleconference call open at least 30 minutes.

Since the tenant did not appear, I explored service of the hearing documents upon the tenant. The landlord's agent testified that she personally served the tenant with the proceeding package on August 1, 2020. In the absence of anything to the contrary, I accepted the landlord's testimony and I found the tenant duly served with notification of this proceeding on August 1, 2020.

The landlord's agent stated the tenant subsequently vacated the rental unit and the landlord no longer requires an order of Possession. Accordingly, I do not provide one with this decision.

The landlord's agent stated she wished to pursue the monetary claim filed, although she wanted to increase it to include rent for five days in August 2020. I declined to permit the landlord to increase the claim without putting the tenant on notice that such a claim would be heard during this proceeding. A monetary claim may be increased by serving the respondent with an Amendment to an Application for Dispute Resolution and supporting documents. The landlord did not serve the tenant with an Amendment. Nor, was the tenant present to confirm he was prepared to deal with such a claim.

The landlord requested authorization to retain the tenant's security deposit and I permitted the amendment to include a request to retain the security deposit during the hearing, as permitted under Rule 4.2 of the Rules of Procedure, since it is non-

prejudicial to the tenant as it would reduce any Monetary Order I issue to the landlord for unpaid rent for July 2020 by the amount of the security deposit.

Issue(s) to be Decided

1. Is the landlord entitled to recover unpaid rent for July 2020 from the tenant, and if so, the amount?
2. Is the landlord authorized to retain the tenant's security deposit?

Background and Evidence

The tenancy started on October 1, 2017 for a fixed term of one year, and then continued on a month to month upon expiry of the fixed term. The tenant paid a security deposit of \$600.00. The rent was initially set at \$1200.00 payable on the first day of every month but at the end of the tenancy the tenant's rent obligation was \$1279.00 per month.

The landlord served the tenant with a 1 Month Notice to End Tenancy for Cause on June 30, 2020 with an effective date of July 31, 2020. The tenant did not pay rent for July 2020 and the tenant vacated the unit in early August 2020.

The landlord's agent testified that the landlord did receive a \$300.00 rent supplement payment from the government on the tenant's behalf for July 2020, leaving an outstanding balance for July 2020 in the net amount of \$979.00.

The landlord seeks authorization to retain the security deposit in partial satisfaction of the unpaid rent.

As for the security deposit, the landlord stated the tenant authorized the landlord to deduct \$94.50 from the security deposit for carpet cleaning at the move-out inspection. The landlord provided a copy of the move-out inspection report; however, I noted that it is not sufficiently clear that the tenant authorized a deduction of \$94.50 from the security deposit. I informed the landlord that I would consider the landlord to be holding a security deposit of \$600.00 as I was not satisfied there was clear authorization to deduct \$94.50 from the security deposit.

### Analysis

Under section 26 of the Act, a tenant is required to pay rent when due in accordance with their tenancy agreement, even if the landlord has violated the Act, regulations or tenancy agreement, unless the tenant has a legal right to withhold rent.

I accept the unopposed evidence before me that the tenant was required to pay rent of \$1279.00 on July 1, 2020 and he failed to do so. There is no evidence before me to suggest the tenant had a legal right, as permitted under the Act, to not pay rent to the landlord for the month of July 2020. Taking into account the landlord did receive a rental supplement payment of \$300.00, I find the landlord entitled to recover the remaining \$979.00 from the tenant and I award that amount to the landlord.

I further award the landlord recovery of the \$100.00 filing fee paid for this Application for Dispute Resolution.

I authorize the landlord to retain the tenant's \$600.00 security deposit in partial satisfaction of the rent owed to the landlord.

In light of the above, the landlord is provided a Monetary Order to serve and enforce upon the tenant, in the net amount of \$479.00 [calculated as \$979.00 + \$100.00 filing fee – \$600.00 security deposit].

If the landlord seeks to pursue the tenant for carpet cleaning and any other losses related to this tenancy, including partial rent for August 2020, the landlord may do so by filing another Application for Dispute Resolution.

### Conclusion

The landlord is authorized to retain the tenant's security deposit and is provided a Monetary Order for the balance remaining of \$479.00 to serve and enforce upon the tenant.

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: September 03, 2020

---

Residential Tenancy Branch