



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

Decision

Dispute Codes: MN, MNSD, FF

Introduction

This hearing dealt with the landlord's application for a Monetary Order for unpaid rent, retention of the security deposit and recovery of the filing fee. Both of the parties appeared at the hearing and had an opportunity to be heard.

Issues:

1. Has the landlord established an entitlement to recovery of unpaid rent?
2. Is the landlord entitled to retain the tenant's security deposit?
3. Award of the filing fee.

Background

Upon hearing undisputed testimony of the parties and review of the tenancy agreement, I make the following findings. The tenancy commenced September 1, 2008 and the tenant was required to pay \$900.00 in rent on the 1st day of every month. The tenant paid a \$450.00 security deposit on August 18, 2008. The tenant paid rent of \$450.00 towards the rent owing for December 2008. On December 8, 2008 the landlord mailed the tenant a 10 Day Notice to End Tenancy for Unpaid Rent with an effective date of December 23, 2008.

The landlord testified that the tenant vacated the rental unit December 18, 2008. The tenant testified that she had vacated the rental unit December 15, 2008. The tenant

explained that her roommate did not pay his share of the rent for December 2008. The tenant testified that the landlord had agreed that the tenant did not have to pay the remainder of the rent owed for December. The landlord denied that she made such an agreement with the tenant.

Both parties were in agreement that the tenant provided a forwarding address to the landlord in writing by mail on January 20, 2009.

Findings and Analysis

Upon review of the tenancy agreement, I find that the tenant is the only person identified as a tenant. Therefore, by entering the tenancy agreement, the tenant agreed that she would pay rent of \$900.00 per month. An agreement between the tenant and another occupant with respect to sharing rent does not affect the landlord's entitlement to receive the contractual amount of rent when due.

I do not find that the disputed verbal testimony is sufficient to find that the landlord had agreed that the tenant did not have to pay the full amount of rent for December 2008. Therefore, I base my determination of the landlord's entitlement to rent upon the documentary evidence before me, namely the tenancy agreement, and find that the landlord was entitled to receive a total of \$900 for December 2008. Since the tenant only paid \$450.00 the landlord is entitled to recover \$450.00 from the tenant.

I find the landlord acted in accordance with the requirements of the Act by seeking authorization to retain the tenant's security deposit within 15 days of receiving a forwarding address in writing. I grant the landlord's request to retain the tenant's security deposit in satisfaction of the rent owed to the landlord.

As the landlord was successful with this application, I also award the filing fee to the landlord. In recognition of the accrued interest on the security deposit, I provide the landlord with a Monetary Order calculated as follows:

Unpaid rent	\$ 450.00
Filing fee	50.00
Less: security deposit and interest	<u>(452.51)</u>
Monetary Order	<u>\$ 47.49</u>

The landlord must serve the Monetary Order upon the tenant and may file it in Provincial Court (Small Claims) to enforce as an Order of that court.

Conclusion

The landlord is authorized to retain the tenant's security deposit in satisfaction of the rent owed to the landlord. The landlord is also provided with a Monetary Order in the amount of \$47.49.

March 25, 2009

Date of Decision

Dispute Resolution Officer