

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for an order of possession for unpaid rent, a monetary order for unpaid rent, to keep all or part of the security deposit and recovery of the filing fee. Both parties participated in the conference call hearing.

Issues to be Decided

Is the landlord entitled to any of the above under the Act.

Summary of Background and Evidence

This fixed term tenancy started July 1, 2010 with rent of \$1200.00, the tenants paid a security deposit of \$600.00. On December 23, 2010 the landlord served the tenants with a 10 Day Notice to End Tenancy for Unpaid Rent.

At the onset of the hearing tenant TS requested to clarify that while his name was on the tenancy agreement, he did not sign the agreement and has never been a tenant at this property. TS testified that he resides fulltime in California and that this was his partner's rental unit, he came to the rental unit only to visit.

It was agreed by all parties in this hearing that TS would not be held liable for any portion of the unpaid rent and that responsible was solely LB's.

The landlords testified that the tenant did not pay December 2010 rent or January 2011 rent for a total owing in rent of \$2400.00. The landlords stated that the tenant had agreed to them keeping \$392.00 of the \$600.00 security deposit and the landlords held the security deposit balance of \$208.00. The landlords are seeking a monetary order for \$2400.00 for unpaid rent plus recovery of the \$50.00 filing fee.

The tenant testified that she did owe the landlords the rent, had full intentions to pay the outstanding rent to the landlords and that she was willing to arranging a payment plan with the landlords.

The tenant proposed that starting February 8, 2011, on a bi-weekly basis, the tenant will send by mail to the landlords, a certified cheque in the amount of \$200.00. The tenant stated that if her finances improved she would pay the balance owing as quickly as possible. The landlords agreed to the payment plan proposed by the tenant however the

landlords will be issued a monetary order for the amount owed and this order may be served upon the tenant should the payment plan not be kept up as promised.

Analysis

Based on the documentary evidence and undisputed testimony of both parties, I find on a balance of probabilities that the landlord has met the burden of proving that they have grounds for entitlement to a monetary order for unpaid rent.

I find that the landlord has established a monetary claim for \$2400.00 in unpaid rent.

The landlord is also entitled to recovery of the \$50.00 filing fee.

Conclusion

I find that the landlord has established a monetary claim for \$2400.00 in unpaid rent. The landlord is also entitled to recovery of the \$50.00 filing fee. I order the landlord pursuant to s. 38(4) of the Act to keep the \$208.00 balance of the tenant's security deposit in partial satisfaction of the claim and I grant the landlord a monetary order under section 67 for the balance due of **\$2242.00** ($\$2400.00 + \$50.00 = \$2450.00 - \$208.00 = \2242.00)

A monetary order in the amount of **\$2242.00** has been issued to the landlord and a copy of it must be served on the tenant. If the amount is not paid by the tenant, the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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 *Residential Tenancy Act*.

Dated: January 19, 2011

Residential Tenancy Branch