



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD and FF

Introduction

This application was brought by the landlord on October 5, 2011 seeking a monetary award for unpaid rent, recovery of the filing fee for this proceeding and authorization to retain the security deposit in set off against the balance owed.

Issue(s) to be Decided

This matter requires a decision on whether the landlord is entitled to a monetary award for the unpaid rent and filing fee and to retain all or part of the security deposit in set off.

Background and Evidence

This tenancy began on June 1, 2009 and ended on September 30, 2011 by way of a mutual agreement to end tenancy recorded during a hearing on September 22, 2011 and supported with an Order of Possession. Rent was reduced to \$800 per month from \$850 during the tenancy and the landlord holds a security deposit of \$425 paid on or about June 1, 2009.

The present application arises from the tenant's failure to pay the rent for September 2011, a fact the tenant did not contest but attributes to the landlord having communicated with the agency providing him with financial assistance.

Analysis

Section 26 of the Act provides that tenants must pay rent when it is due irrespective of any grievances they may have with the landlord for which other remedies are available.

Section 67 of the *Act* empowers the director's delegate to determine an amount owed by one party to another for damage or loss, and section 72 of the *Act* grants authority to permit a landlord to retain a security deposit in set off against an amount found to be owed.

Accordingly, I find that the tenant owes to the landlord \$800 for the rent for September 2011. As the application has succeeded on its merits, I find that the landlord is entitled to recover the filing fee for this proceeding to bring the total to \$850.

The landlord is authorized to retain the \$425 security deposit in set off against the \$850 owed, and to a Monetary Order for the balance.

Conclusion

In addition to authorization to retain the tenant's security deposit in set off, the landlord's copy of this decision is accompanied by a Monetary Order, enforceable through the Provincial Court of British Columbia for \$425.00 for service on the tenant.

I note that the tenant uttered profanities at the conclusion of the hearing.

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: December 19, 2011.

Residential Tenancy Branch