



Dispute Resolution Services

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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/loss of 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 claims submitted and authorization to retain the security deposit in set off.

Background and Evidence

This tenancy began on about May 16, 2011. Rent was \$650 per month and the landlord holds a security deposit of \$300 paid on May 10, 2011.

Colleague

During the hearing, the landlord gave evidence that after the tenant had paid the security deposit and the rent for the latter half of May 2011, but paid no rent for June 2011, and only the pad rent portion of \$240 for June, July and August. The tenant paid no rent for September 2011 and vacated on September 29, 2011 pursuant to a Notice to End Tenancy for unpaid rent served on September 19, 2011.

The landlord had also claimed loss of rent for October 2011.

The tenant concurred with all of the landlord's claims except \$100 for the June 2011 which he said the landlord agreed to credit to him in exchange for carpet cleaning and the landlord concurred.

The tenant also contested the loss of rent claim for October 2011 and the landlord withdrew that claim during the hearing.

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 the landlord the unpaid rent.

As the application has succeeded on its merits, I find that the landlord is entitled to recover the filing fee for this proceeding, and that the landlord is entitled to retain the \$300 security deposit in set off against the balance owed, calculated as follows:

Rent for June 2011 less \$100 allowance for carpet cleaning	\$ 550.00
Rent shortfall for August 2011	410.00
Rent shortfall for September 2011	410.00
Filing fee	50.00
Sub total	\$1,830.00
Less retained security deposit	- 300.00
TOTAL	\$1,530.00

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 \$1,530.00 for service on 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: December 20, 2011.

Residential Tenancy Branch