



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNR

### Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for a monetary order.

On January 13, 2012, an interim decision was made and an order of possession was granted to the landlord. The tenant was found not to have paid rent for December 2011 and January 2012.

On January 13, 2012, the tenant was ordered to produce the original receipt she alleged the landlord signed for the security deposit. The tenant was directed to produce that receipt no later than January 18, 2012, to the Residential Tenancy Branch for my review.

### Issue(s) to be Decided

What is the quantum of the monetary order the landlord is entitled to receive?

### Background and Evidence

The tenancy commenced on November 8, 2011. Rent in the amount of \$1,800.00 was payable on the first day of each month. The parties agree that a security deposit of \$1,100.00 was payable. The tenant alleges the security deposit has been paid, the landlord denies the tenant paid a deposit.

The tenant testified she paid the landlord \$1,100.00 on November 23, 2011, for the security deposit. Filed in evidence is a photocopy of a receipt the tenant alleges the landlord signed.

The tenant written submission states "we also did not have to pay a damage deposit except for \$200.00 for pet deposit". [reproduced as written]

The landlord's agent testified that the tenant did not pay the required security deposit and the tenant signed a promissory note to the landlord in the amount of \$1,100.00. Filed in evidence is a photocopy of the promissory note.

The landlord's agent testified that the landlord received \$1,800.00 in November 2011, from the tenant. November rent was prorated and the tenant paid \$1,380.00 rent and the balance of \$420.00 was applied to the tenant's outstanding security deposit.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

The tenant's written submission conflicts with her testimony regarding the payment of the security deposit. The tenant writes in her submission that she did not pay a security deposit and at the hearing the tenant testified that she paid the full amount of the security deposit and has provided a photocopy of a receipt. If the tenant had paid the security deposit and had an authentic receipt her written submission would described the same events.

Further, the tenant did not comply with the order issued on January 13, 2012, to submit in evidence the original receipt she alleges the landlord signed.

Therefore, I find the tenant has not paid a security deposit, except as described by the landlord's agent, in the amount of \$420.00.

The tenant failed to pay rent for December 2011 and January 2012 and I find the landlord has established a total monetary claim of **\$3,650.00** comprised of the rent and the \$50.00 fee paid by the landlord for this application.

I order that the landlord retain the deposit and interest of **\$420.00** in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of **\$3,230.00**.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

The landlord is granted leave to apply for further monetary compensation.

### Conclusion

The landlord is granted a monetary order for rent due, and may keep the security deposit and interest.

The landlord is granted leave to apply for further monetary compensation.

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 23, 2012.

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Residential Tenancy Branch