



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, MNDC

Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the "Act") for Orders as follows:

1. An Order Cancelling a Notice to End Tenancy for Non Payment of Rent (the "Notice") - Section 46; and
2. A Monetary Order for damage or loss under the Act - Section 67.

The Tenants and Landlords were each given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Notice valid?

Is the Tenant entitled to the monetary amount claimed?

Background and Evidence

The following are undisputed facts: The tenancy started on June 15, 2010. Rent of \$850.00 is payable monthly. At the onset of the tenancy, the Landlord collected the amounts of \$425.00 for a security deposit. At the onset of the tenancy, the Tenant paid in advance the amount of \$5,525.00 to the Landlord. On June 21, 2010, the Tenant paid a further amount of \$425.00 for a pet deposit. On December 1, 2010, the Tenant paid another amount of \$425.00 for rent owing to December 31, 2010.

The Tenant states that the Landlord was overpaid by the amount of \$850.00 for the period June 15, 2010 to December 31, 2010 and that the Landlord was told to assign this amount to rent for February 2012. The Landlord disputed this overpayment and submits that the Tenant failed to pay rent for February 2012. The Parties agree that on February 17, 2012, the Landlord personally served the Tenant with the Notice. The Parties also agree that there was confusion about the amounts paid and the amounts owing and the Landlord states that although a meeting was held with the Tenant in January 2012 to clarify the payments, the Tenant did not agree with the Landlord's calculations and the Landlord states that the Landlord's accounting of the monies was

difficult for them both to follow. The Landlord states that they are willing to discuss the payment of rent owing by the Tenant to allow the tenancy to continue.

Analysis

Given the evidence of the Tenant that payments made to the Landlord for the period June 15 to December 31, 2010 amounted to \$5,525.00 at the onset, \$425.00 in June 2010 and \$425.00 in December 2010, I find that the total amount paid by the Tenant is \$6,375.00. Given the undisputed evidence of the Parties that rent for the period June 15 to December 31, 2010 amounted to \$5,525.00 and that both a security and pet deposit amounted to \$850.00, I find that the amount payable to the Landlord for rent and security deposits amounted to \$6,375.00. As the amount paid by the Tenant equals the amount that was owed to the Landlord, I find that no amount was overpaid to the Landlord for this period. Given the Tenant's evidence that no rent was paid for February 2012, and considering the above finding, I find that the Tenant does not have a valid excuse for not paying the February 2012 rent and that the Notice is therefore valid. As the Notice is valid, I dismiss the Tenant's application.

Conclusion

The Tenant's application is dismissed.

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: March 6, 2012.

Residential Tenancy Branch