



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNR, MNSD

### Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for a monetary order for unpaid rent and an order to retain the security deposit and pet deposit in satisfaction of the claim.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

### Issue(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent?

Is the landlord entitled to retain all or part of the security deposit and pet deposit?

### Background and Evidence

The parties agree that a one year- fourteen day fixed term tenancy agreement was signed. The tenancy began on January 18, 2011. Rent in the amount of \$1,350.00 was payable on the first of each month. A security deposit of \$675.00 and a pet deposit of \$675.00 were paid by the tenant.

The parties agree on November 30, 2011, the tenant was served with a two month notice to end tenancy, with an effective date of February 29, 2012. The tenant left the rental unit on December 16, 2011.

The landlord testified the tenant did not accept the notice to end tenancy and the tenant abandoned the rental unit during the month of December 2011. The landlord states the tenant did not pay rent for December 2011.

The landlord is seeking to retain the security deposit and pet deposit paid by the tenant as full satisfaction for December rent.

The tenant testified that she left the rental unit on December 16, 2011. The tenant states she did not pay rent for December 2011 and does not feel the landlord is entitled December 2011, rent.

Analysis

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

- 26** (1) A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

In this case, the tenant did not have a right under the Act to deduct all or a portion of the rent. The evidence of both parties was the tenant was in the rental unit until December 16, 2011. The tenant did not pay rent for December 2011.

The tenant was required by the Act and tenancy agreement to pay rent of the first of the month. Therefore, the landlord is entitled to be compensated for unpaid rent for the month of December 2011.

I find that the landlord has established a total monetary claim of \$1,350.00 comprised of rent owed.

I order that the landlord retain the security deposit and pet deposit of \$1,350.00 in full satisfaction of the claim.

Conclusion

The tenant failed to pay rent. The landlord is authorized to keep the damage deposit and pet deposit as full satisfaction of the claim.

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 08, 2012.

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Residential Tenancy Branch