



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

OPR, MNR, MNSD, FF

Introduction

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

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent - Section 67;
3. An Order to retain the security deposit - Section 38
4. An Order to recover the filing fee for this application - Section 72.

The landlord withdrew their application for an Order of Possession as the tenant has vacated.

Both parties attended the hearing and were given full opportunity to present all relevant evidence and testimony in respect to this claim and to make relevant prior submission to the hearing and fully participate in the conference call hearing. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

Issue(s) to be Decided

Is the landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy began on March 01, 2005. Rent in the amount of \$364.00 is payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$175.00. The tenant failed

to pay all rent in the months of December 2011, and January, February, March and April 2012 and on April 10, 2012 the landlord served the tenant with a notice to end tenancy for non-payment of rent. The tenant vacated before May 01, 2012. The tenant and landlord discussed the amount of rent owing to the landlord and the two parties came to agreement that the total amount of rent owing is in the aggregate of \$1520.00 as opposed to the higher amount stipulated in the Notice to End. Therefore, the quantum of the landlord's monetary claim is the amount of \$1520.00.

Analysis

Based on the testimony of both parties I find that the tenant was served with a notice to end tenancy for non-payment of rent. The tenant has not paid the outstanding rent and has not applied for Dispute Resolution to dispute the notice and has since vacated. I find the tenant owes the amount of rent arrears as agreed by the parties.

Based on the above facts I find that the landlord has established a monetary claim for **\$1520.00** in unpaid rent, without leave to reapply. The landlord is also entitled to recovery of the \$50 filing fee, for a total entitlement of **\$1570.00**. The security deposit will be off-set from the award made herein.

Calculation for Monetary Order

Rental arrears for December 2011	\$64.00
Rental arrears for February 2012	\$364.00
Rental arrears for March 2012	\$364.00
Rental arrears for April 2012	\$364.00
Filing fee for the cost of this application	50.00
Less Security Deposit and applicable interest <i>to date</i>	-181.18
Total Monetary Award to landlord	\$1388.82

Conclusion

I Order that the landlord retain the security deposit and interest of \$181.18 in partial satisfaction of the claim and I grant the landlord an order under Section 67 of the Act for

the balance due of **\$1388.82**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

This Decision is final and binding on the parties.

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: May 08, 2012

Residential Tenancy Branch