



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Coast Realty Group (PR) Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MNSD, FF

Introduction

This was the hearing of the landlord's application for a monetary order and an order to retain the security deposit. The hearing was conducted by conference call. The landlord's representative and the tenant called in and participated in the hearing.

Issue(s) to be Decided

Is the landlord entitled to a monetary award for unpaid rent for September?

Background and Evidence

The tenancy began in May 2011 for a fixed term and thereafter month to month. Monthly rent was \$1,000.00 and the tenants paid a \$500.00 security deposit. There were two initial tenants named in the agreement. When her co-tenant moved out the tenant continued her tenancy with the agreement of the landlord. The tenant had a room-mate who lived with her and shared the rent. When her room-mate moved out in August the tenant gave notice that she would move at the end of September. The tenant paid only \$500.00 rent for September.

The landlord has applied to recover the unpaid rent for September and for an order to retain the security deposit in partial satisfaction of the claim. The tenant disputed the claim; she said that the landlord's representative verbally agreed that she did not have to pay the full rent for September because her room-mate, who paid half the rent, moved out in August. The landlord's representative denied making such an arrangement.

Analysis and conclusion

I accept and prefer the testimony of the landlord's representative with regard to the obligation to pay rent for September. There is no common sense reason why, as agent for the landlords, he would have agreed to forego rent that was otherwise due. I find that the landlord is entitled to an award of \$500.00 for unpaid rent for September. The landlord is entitled to recover the \$50.00 filing fee for this application for a total award of \$550.00. I order that the landlord retain the \$500.00 security deposit in partial satisfaction of this award and I grant the landlord a monetary award for the balance of \$50.00. This order may be registered in the Small Claims Court and enforced as an order of that court.

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: February 19, 2013

Residential Tenancy Branch

