



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, MNDC, FF

Introduction

This hearing was convened by way of conference call in response to the landlord's application for an Order of Possession for unpaid rent or utilities; for a Monetary Order for unpaid rent or utilities; for an Order permitting the landlord to keep all or part of the tenants security and pet deposit; for a Monetary Order for money owed or compensation for damage or loss under the *Residential Tenancy Act (Act)*, regulations or tenancy agreement; and to recover the filing fee from the tenants for the cost of this application.

One of the tenants and the landlord attended the conference call hearing. The landlord also used a translator at the hearing. The parties attending gave sworn testimony. The landlord provided some limited documentary evidence to the Residential Tenancy Branch and to the other party in advance of this hearing. The tenant confirmed receipt of this evidence. All evidence and testimony of the parties has been reviewed and are considered in this decision.

At the outset of the hearing the landlord advised that the tenants are no longer residing in the rental unit, and therefore, the landlord withdraws the application for an Order of Possession.

Preliminary Issues

The parties advised me that there was an error in the spelling of one of the tenant's first names. The parties did not raise any objections to the error being corrected and this has now been amended.

Issue(s) to be Decided

- Is the landlord entitled to a Monetary Order for unpaid rent?
- Is the landlord entitled to keep the security deposit?
- Is the landlord entitled to a Monetary Order for money owed or compensation for damage or loss?

Background and Evidence

The parties agree that this tenancy started on August 01, 2010 for a fixed term of one year. The tenancy then reverted to a month to month tenancy. Rent for this unit was \$1,800.00 per month and was due on the 1st day of each month in advance. The tenants paid a security deposit of \$900.00 and a pet deposit of \$900.00 on June 19, 2010.

The landlord testifies, through the translator, that the tenants owed rent of \$5,100.00 by August 01, 2013. The tenants were served a 10 Day Notice to End Tenancy because of this however neither party has provided a copy of this Notice in evidence. The landlord testifies that the landlord and tenant signed a document due to some payments made by the tenants towards the rent arrears. The tenants paid \$300.00 on August 01, \$600.00 on August 07 and \$500.00 on August 21, 2013.

The landlord and tenant agree that there is a mathematical error on these calculations. It has been documented that the tenant owed \$3,800.00 after payments had been made

when in fact the arrears totalled \$3,700.00. The landlord testifies that the tenant paid \$700.00 on August 29, 2013 with a postdated cheque however that cheque did not clear at the bank and was returned NSF. The landlord testifies that the total amount of outstanding rent remains at \$3,700.00.

The landlord requests an Order to keep the security and pet deposits of \$1,800.00 and seeks to recover the \$50.00 filing fee from the tenants. The landlord testifies that there is no further monetary claim for money owed or compensation for damage or loss.

The tenant attending does not dispute the landlords claim and testifies that they do owe \$3,700.00. The tenant has provided a forwarding address for the landlord at the hearing.

Analysis

Section 26 of the *Act* states:

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.

As the tenant does not dispute the landlords claim that the tenants owe rent of \$3,700.00 I find the landlord is entitled to recover this amount pursuant to section 67 of the *Act*.

I Order the landlord to keep the tenants security deposit of \$900.00 and pet deposit of \$900.00 pursuant to section 38(4)(b) of the *Act*. This amount will be offset against the landlord's monetary claim.

I find the landlord is also entitled to recover the \$50.00 filing fee from the tenants pursuant to section 72(1) of the *Act*. A Monetary Order has been issued to the landlord for the following amount:

Unpaid rent	\$3,700.00
Less security and pet deposits	(\$1,800.00)
Subtotal	\$1,900.00
Plus filing fee	\$50.00
Total amount due to the landlord	\$1,950.00

Conclusion

I HEREBY FIND in favor of the landlord's revised monetary claim. A copy of the landlord's decision will be accompanied by a Monetary Order for **\$1,950.00**. The order must be served on the respondents and is enforceable through the Provincial Court 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: October 10, 2013

Residential Tenancy Branch

