



# 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 matter dealt with an application by the Landlord for an Order of Possession and a Monetary Order for unpaid rent, to recover the filing fee for this proceeding and to keep the Tenant's security and pet deposits in partial payment of those amounts.

The Landlord said she served the Tenant with the Application and Notice of Hearing (the "hearing package") by registered mail on December 30, 2013. Based on the evidence of the Landlord, I find that the Tenant was served with the Landlord's hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenant's absence.

At the start of the conference call the Landlord said the Tenant moved out of the rental unit prior to January 1, 2014, therefore she does not need an Order of Possession. The Landlord said she withdraws her application for an Order of Possession.

### Issues(s) to be Decided

1. Are there rent arrears and if so, how much?
2. Is the Landlord entitled to compensation for unpaid rent and if so how much?
3. Is the Landlord entitled to keep the Tenant's security and pet deposits?

### Background and Evidence

This tenancy started on October 1, 2013 as a 1 year fixed term tenancy with an expiry date of September 30, 2014. Rent was \$1,500.00 per month payable in advance of the 1<sup>st</sup> day of each month. The Tenant paid a security deposit of \$750.00 in advance of the tenancy and a pet deposit of \$25.00 each month for a total amount of \$50.00.

The Landlord said that the Tenant did not pay \$1,170.00 of rent for December, 2013 when it was due and as a result, on December 17, 2013 she posted a 10 day Notice to End Tenancy for Unpaid Rent or Utilities dated December 17, 2013 on the door of the Tenant's rental unit. The Landlord submitted a Proof of Service document with a witness signature to support the service of the Notice to End Tenancy, The Landlord continue to say that she has also applied for January, 2014 rent of \$1,500.00, but she is withdrawing that claim.

### Analysis

Section 26 says 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.

The Tenant did not give the Landlord proper notice to end the tenancy and the Tenant does not have the right under the Act to withhold part or all of the rent; therefore I find the Tenant is responsible for the unpaid rent of \$1,170.00 for the month of December, 2013.

As the Landlord has been successful in this matter, she is also entitled to recover from the Tenant the \$50.00 filing fee for this proceeding. I order the Landlord pursuant to s. 38(4) and s. 72 of the Act to keep the Tenant's security and pet deposits in partial payment of the rent arrears. The Landlord will receive a monetary order for the balance owing as following:

	Rent arrears:	\$ 1,170.00
	Recover filing fee	\$ 50.00
	Subtotal:	\$ 1,220.00
Less:	Security Deposit	\$ 750.00
	Pet Deposit	\$ 50.00
	Subtotal:	\$ 800.00
	Balance Owing	\$ 420.00

Conclusion

A Monetary Order in the amount of \$420.00 has been issued to the Landlord. A copy of the Order must be served on the Tenant: the Monetary Order may be enforced in the Provincial (Small Claims) Court of British Columbia.

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: January 22, 2014

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Residential Tenancy Branch

