



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Amacon Property Management Services Inc  
and [tenant name suppressed to protect privacy]

## **DECISION**

### Dispute Codes:

**OPR, MNR, MNSD, FF**

### Introduction

This hearing was scheduled in response to the landlord's Application for Dispute Resolution, in which the landlord has requested an Order of Possession for Unpaid Rent, a monetary Order for unpaid rent, to retain the security deposit and to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present affirmed oral testimony and to make submissions during the hearing. I have considered all of the evidence and testimony provided.

### Preliminary Matters

The landlord withdrew the request for an Order of possession and unpaid January 2014 rent.

### Issue(s) to be Decided

Is the landlord entitled to a monetary Order for unpaid December 2013 rent?

May the landlord retain the security deposit paid by the tenant?

Is the landlord entitled to filing fee costs?

### Background and Evidence

The tenancy commenced 3 years ago. The tenant rented a single occupancy room and paid \$400.00 on the 1<sup>st</sup> day of each month. The parties agreed that the security deposit in the sum of \$200.00 was paid. The landlord purchased the unit in July 2013 and was not provided with any paperwork on the tenancy.

The tenant did not dispute that he received a 10 day Notice ending tenancy that was issued on December 9, 2013. The tenant said he vacated shortly afterward. The tenant confirmed that he did not pay December 2013 rent owed.

### Analysis

The tenant has confirmed that he did not pay December 2013 rent. There was no evidence before me of any Order allowing the tenant to withhold rent.

Therefore, pursuant to section 67 of the Act, I find that the landlord is entitled to compensation in the sum of \$400.00 for unpaid December 2013 rent.

I find that the landlord is entitled to retain the \$200.00 security deposit in partial satisfaction of the claim.

I find that the landlord's application has merit and, pursuant to section 72 of the Act that the landlord is entitled to recover the \$50.00 filing fee from the tenant for the cost of this Application for Dispute Resolution.

Pursuant to section 72 of the Act, I find that the landlord is entitled to retain the security deposit in partial satisfaction of the claim.

Based on these determinations I grant the landlord a monetary Order for the balance of \$250.00. In the event that the tenant does not comply with this Order, it may be served on the tenant, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

### Conclusion

The landlord is entitled to a monetary Order for unpaid rent.

The landlord may retain the security deposit.

The landlord is entitled to filing fee costs.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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 03, 2014

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Residential Tenancy Branch

