



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Langara Gardens Holdings Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

### Dispute Codes:

MNR, MND, MNSD, FF

### Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for unpaid rent; for a monetary Order for damage; to keep all or part of the security deposit; and to recover the fee for filing this Application for Dispute Resolution.

The female Agent for the Landlord stated that on November 22, 2013 the Application for Dispute Resolution, the Notice of Hearing, and evidence the Landlord wishes to rely upon as evidence were sent to the Tenant at the service address noted on the Application, via registered mail. The Landlord submitted a Canada Post receipt that corroborates this statement. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*; however the Tenant did not appear at the hearing.

### Issue(s) to be Decided

Is the Landlord entitled to compensation for unpaid rent and damage to the rental unit, and to retain all or part of the security deposit?

### Background and Evidence

The Landlord submitted a copy of a tenancy agreement that indicates this tenancy began on November 01, 2011 and that the Tenant paid a security deposit of \$775.00. The female Agent for the Landlord stated that at the end of the tenancy the Tenant was required to pay monthly rent of \$1,575.00 by the first day of each month.

The female Agent for the Landlord stated that this tenancy ended on November 21, 2013 and that a condition inspection report was completed on that date. The condition inspection report, which was submitted in evidence, appears to be signed by the Tenant. The female Agent for the Landlord stated that the Tenant signed the report after it was fully completed.

The Landlord is seeking to retain \$670.00 from the security deposit, in compensation for damage to the rental unit. In the condition inspection report the Tenant agreed to allow the Landlord to retain \$670.00 from his \$775.00 security deposit and his \$100.00 key deposit, to pay for repairs, cleaning, and key replacement

The female Agent for the Landlord stated that the Tenant currently owes rent of \$3,015.00. In the condition inspection report the Tenant agreed that he owes \$3,015.00 in unpaid rent and he agreed to allow the Landlord to apply his security/key deposit, or a portion of them, to that debt.

### Analysis

Section 38(4)(a) of the *Act* authorizes a landlord to retain an amount from a security deposit or a pet damage deposit if, at the end of a tenancy, the tenant agrees in writing the landlord may retain the amount to pay a liability or obligation of the tenant.

As the Tenant signed the condition inspection report that was completed on November 21, 2013, in which he agreed to allow the Landlord to retain \$670.00 from his \$100.00 key deposit and his \$775.00 security deposit, I find that the Landlord has the right to retain this amount from those deposits, pursuant to section 38(4)(a) of the *Act*. This leaves a security deposit balance of \$205.00.

On the basis of the undisputed evidence, I find that the Tenant owes \$3,015.00 in unpaid rent. As the Tenant signed the condition inspection report that was completed on November 21, 2013, in which he agreed to allow the Landlord to apply his security deposit and/or key deposit to unpaid rent, I find that the Landlord has the right to apply the remaining \$205.00 of the security deposit to this debt, leaving rent owing of \$2,810.00.

As the Tenant is required to pay rent when it is due, pursuant to section 26 of the *Act*, I find that the Tenant must pay the Landlord the outstanding rent of \$2,810.00.

I find that the Landlord's application has merit and that the Landlord is entitled to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

### Conclusion

The Landlord has established a monetary claim, in the amount of \$2,860.00, which is comprised of \$2,810.00 in unpaid rent and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution.

Based on these determinations I grant the Landlord a monetary Order for the amount of \$2,860.00. 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.

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: March 14, 2014

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Residential Tenancy Branch

