



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR MNSD MNDC FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim.

The landlord participated in the teleconference hearing, but the tenant did not call into the hearing. The landlord submitted evidence that they personally served the tenant with the application for dispute resolution and notice of hearing on January 22, 2014. I accepted the landlord's evidence regarding service of notice of the hearing, and I proceeded with the hearing in the absence of the tenant.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on February 15, 2011. At the outset of the tenancy, monthly rent was set at \$500, payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$250.

During the tenancy, the landlord hired the tenant to act as agent for the other rental unit. In exchange, the landlord gave the tenant every fourth month rent-free.

The tenancy ended on October 4 or 5, 2013. At the end of the tenancy, the tenant owed for several months of unpaid rent. The landlord submitted evidence that the tenant owed \$2600 in unpaid rent.

In support of their claim, the landlord submitted evidence including the following:

- a copy of a residential tenancy agreement, signed by the tenant and the landlord on January 23, 2011, indicating a monthly rent of \$500 due on the first of each month and confirming that the tenants paid a security deposit of \$250;
- an email from the landlord that he had agreed to give the tenant every fourth month free in exchange for managing the other rental unit;
- a summary of rent owed and paid; and
- an email from the tenant confirming the amount of outstanding rent was \$2600 and that the landlord could apply the security deposit toward that amount.
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Analysis

I find that the landlord has established their claim for \$2600 in unpaid rent. The evidence noted above establishes the amount of rent owing, and confirms that the tenant agreed to allow the landlord to retain the security deposit.

As the landlord's application was successful, they are also entitled to recovery of the \$50 filing fee for the cost of this application.

Conclusion

The landlord is entitled to \$2650. I order that the landlord retain the security deposit of \$250 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$2400. This order may be filed 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: May 12, 2014

Residential Tenancy Branch

