



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Full Living Holding Inc.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNR, OPR

### Introduction

This is an application for an Order of Possession based on a Notice to End Tenancy for nonpayment of rent, and a request for a Monetary Order for that outstanding rent.

Some documentary evidence and written arguments have been submitted prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

### Issue(s) to be Decided

At the hearing both the landlord and the tenant agreed that the landlord now has possession, and therefore an Order of Possession is no longer requested.

The issue I dealt with today, therefore, is whether or not to issue an Order for outstanding rent.

## Background and Evidence

The landlord testified that:

- The tenant signed the tenancy agreement agreeing to pay \$3000.00 per month rent.
- The tenant has failed to pay any rent for the months of December 2013, January 2014, February 2014, and March 2014, for a total of \$12,000.00.
- The landlord is therefore requesting a Monetary Order for that outstanding rent.

The tenant testified that:

- He does not dispute that there is \$12,000.00 in outstanding rent; however he is requesting that the landlord use his security deposit of \$1500.00 as partial payment of the debt and is also requesting that the landlord reduce the rent due to a problem of a leaking roof.

In response to the tenant's requests the landlord stated:

- She is willing to hold the \$1500.00 security deposit towards the debt, and she is also willing to reduce the claim to \$11,500.00 as compensation for the leaking roof.

## Analysis

Both sides have agreed that there is a total of \$12,000.00 in rent outstanding.

Both sides have also agreed to have the landlord to hold the security deposit of \$1500.00 as partial payment of this outstanding rent.

The landlord has also agreed to credit the tenant \$500.00 for the problem of a leaking roof.

It is my decision therefore that I allow the full amount claimed less the amounts agreed in deductions.

Conclusion

I have allowed the landlords full reduced claim of \$11,500.00, and I therefore order that the landlord may retain the full security deposit of \$1500.00, and I've issued a Monetary Order for the remaining \$10,000.00.

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: April 07, 2014

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Residential Tenancy Branch

