



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order for unpaid rent or utilities.

The landlord attended the teleconference hearing and gave evidence, however the tenant did not attend. The landlord gave evidence that the tenant was served with the Notice of a Dispute Resolution Hearing and Landlord's Application for Dispute Resolution by registered mail on January 18, 2014. I find the tenant was properly served.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent or utilities?

Background and Evidence

The landlord gave evidence that the tenancy started in mid-September 2011 and ended March 1, 2013. The tenant was obligated to pay \$1,400.00 rent monthly in advance; initially the rent payment was due on the first of the month but the parties later agreed to change it to the 10th day of the month. The tenant was also obligated to pay a security deposit of \$700.00 however the landlord gave evidence that this was not paid.

The landlord gave evidence that the tenant was \$200.00 in arrears for her rent at the time the tenancy ended and the tenant had still not paid the \$700.00 security deposit. The landlord provided a copy of an agreement signed by the parties on March 1, 2013 whereby the tenant agreed to pay \$900.00 off at \$50.00 per month over an 18 month period. The landlord gave evidence that the tenant paid \$200.00 and then stopped making payments.

Analysis

I find the tenant paid off the rental arrears of \$200.00 in full. After a tenancy has come to an end, there is no longer any reason for a tenant to pay a security deposit to the landlord since the function of a security deposit is to provide security to the landlord that money will be available to cover any damage to the rental unit that the tenant leaves at the end of a tenancy. Sections 17 through 21, 38, and 39 of the Act explain how a security deposit is to be handled.

Since this tenancy is over, the landlord is not entitled to collect a security deposit. For that reason, the landlord's application is dismissed.

Conclusion

The landlord's application is dismissed.

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 21, 2014

Residential Tenancy Branch

