



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF

Introduction

This hearing was convened by way of conference call in response to the landlord's application for a Monetary Order for unpaid rent or utilities; a Monetary Order for damage to the unit, site or property; for an Order permitting the landlord to keep all or part of the tenants' security deposit; for a Monetary Order for money owed or compensation for damage or loss under the *Residential Tenancy Act (Act)*, regulations or tenancy agreement; and to recover the filing fee from the tenants for the cost of this application. The landlord withdrew the application for a Monetary Order for damage to the unit, site or property and for a Monetary Order for money owed or compensation for damage or loss under the *Act*, regulations or tenancy agreement at this time.

One of the tenants and the landlord attended the conference call hearing and gave sworn testimony. The landlord provided documentary evidence to the Residential Tenancy Branch and to the other party in advance of this hearing. All evidence and testimony of the parties has been reviewed and are considered in this decision.

Issue(s) to be Decided

- Is the landlord entitled to a Monetary Order for unpaid rent and utilities?
- Is the landlord permitted to keep the security deposit?

Background and Evidence

The parties agreed that this tenancy started on March 01, 2012 for a fixed term of one year. The tenancy then reverted to a month to month tenancy. Rent for this unit was \$1,600.00 per month plus \$250.00 a month for utilities. The tenants paid a security deposit of \$800.00 on February 28, 2012 which is held in trust by the landlord. The tenancy ended on February 23, 2014 when the tenants relinquished possession of the house.

The landlord testified that the tenants owed rent and utilities of \$4,600.00 for the following months:

August, 2013 of \$1,350.00

September, 2013 of \$350.00

October, 2013 of \$ 250.00

November, 2013 of \$250.00

December, 2013 of \$550.00

January 2014 of \$1850.00

The landlord seeks an Order to keep the tenants' security deposit of \$800.00 in partial satisfaction of the rent arrears and a Monetary Order for the balance. The landlord also seeks to recover the \$50.00 filing fee.

The tenant agreed that they do owe rent of \$4,600.00 to the landlord.

Analysis

Section 26 of the Act states:

A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

Consequently, as the tenant attending does not dispute the landlord's claim that there is \$4,600.00 in outstanding rent I find in favour of the landlord's claim for a Monetary Order for this amount pursuant to s. 67 of the *Act*

I Order the landlord to keep the security deposit of \$800.00 pursuant to s. 38(4)(b) of the *Act*. This amount has been offset against the outstanding rent. The landlord is also entitled to recover the \$50.00 filing fee from the tenants pursuant to s. 72(1) of the *Act*. A Monetary Order has been issued to the landlord for the following amount:

| | |
|----------------------------------|-------------|
| Outstanding rent | \$4,600.00 |
| Filing fee | \$50.00 |
| Less security deposit | (-\$800.00) |
| Total amount due to the landlord | \$3,850.00 |

Conclusion

I HEREBY FIND in favor of the landlord's monetary claim. A copy of the landlord's decision will be accompanied by a Monetary Order for \$3,850.00. The Order must be served on the respondent. Should the respondent fail to comply with the Order, the Order may be enforced through the Provincial Court 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: June 03, 2014

Residential Tenancy Branch

