



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR MNSD FF

Introduction

This hearing dealt with an Application for Dispute Resolution filed on April 28, 2014, by the Landlords to obtain a Monetary Order for: unpaid rent or utilities; to keep all or part of the security deposit; and to recover the cost of the filing fee from the Tenant for this application.

The hearing was conducted via teleconference and was attended by the Landlord, A.H. who affirmed he was representing both Landlords at this proceeding. Therefore, for the remainder of this decision, terms or references to the Landlords importing the singular shall include the plural and vice versa.

The Landlord Testified that they personally served the Tenant with copies of the Landlords' application for dispute resolution and Notice of dispute resolution hearing, on April 30, 2014, at his place of employment. Based on the submissions of the Landlord I find the Tenant was sufficiently served notice of this proceeding, in accordance with section 89 of the Act; and I proceeded in the Tenant's absence.

Issue(s) to be Decided

Have the Landlords met the burden of proof to obtain a Monetary Order?

Background and Evidence

The Landlord submitted that the parties executed a written tenancy agreement for a one year fixed term tenancy that commenced on approximately August 1, 2013. The Tenant was required to pay rent of \$1,300.00 on the first of each month and on or before the start of the tenancy the Tenant paid \$650.00 as the security deposit.

The Landlord testified that the Tenant's rent cheques were being returned NSF and both parties new this tenancy was not going to work out so they mutually agreed to end

the tenancy and the Tenant vacated by March 29, 2014. At the time they filed their application for Dispute Resolution the Tenant owed them \$650.00 for February and \$1,300.00 for March 2014 rent. The Tenant has since provided the Landlords with a \$1,300.00 payment so they are now seeking to retain the security deposit to cover the balance owed plus recover the cost of the filing fee.

Analysis

A party who makes an application for monetary compensation against another party has the burden to prove their claim. Awards for compensation are provided for in sections 7 and 67 of the *Residential Tenancy Act*.

Section 26 of the Act stipulates that a tenant must pay rent in accordance with the tenancy agreement; despite any disagreements the tenant may have with their landlord.

In this case the evidence supports that the Tenant failed to pay his February and March 2014 rent on the first of each month, in accordance with the tenancy agreement, which is a breach of section 26 of the Act. The Tenant recently made a payment of \$1300.00 towards the outstanding rent leaving a balance due of \$650.00. Accordingly, I award the Landlords compensation for unpaid rent of **\$650.00**.

The Landlords have succeeded with their application; therefore, I award recovery of the **\$50.00** filing fee.

Monetary Order – I find that the Landlords are entitled to a monetary claim and that this claim meets the criteria under section 72(2)(b) of the *Act* to be offset against the Tenant's security deposit plus interest as follows:

Unpaid March 2014 rent	\$650.00
Filing Fee	<u>50.00</u>
SUBTOTAL	\$700.00
LESS: Security Deposit \$650.00 + Interest 0.00	<u>-650.00</u>
Offset amount due to the Landlords	<u>\$ 50.00</u>

Conclusion

The Landlords have been awarded a Monetary Order for **\$50.00**. This Order is legally binding and must be served upon the Tenant. In the event that the Tenant does not

comply with this Order it may be 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: August 28, 2014

Residential Tenancy Branch

