



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Nacel Properties Ltd. also known as Cascadia Apartment Rentals Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, OPR, MNR, FF

Introduction

This was a hearing with respect to applications by the tenant and by the landlord. The hearing was conducted by conference call. The named tenant and the landlord's representative called in and participated in the hearing.

The tenant applied to dispute a Notice to End Tenancy for unpaid rent, but since the application was filed the tenant has moved out of the rental property. The tenant's application to dispute the Notice to End Tenancy is therefore dismissed without leave to reapply.

Issue(s) to be Decided

Is the landlord entitled to a monetary award and if so, in what amount?

Background and Evidence

The rental unit is an apartment in Pitt Meadows. The tenancy began on September 1, 2011. The monthly rent was \$1,400.00 and the tenants paid a \$700.00 security deposit at the start of tenancy. The tenants did not pay the full rent for July; they paid only \$700.00 on account of July's rent. On July 9, 2014 the landlord served the tenants with a 10 day Notice to End Tenancy for unpaid rent. The tenant applied to dispute the Notice to End Tenancy and claimed that he paid the rent for July, when in fact he paid only \$700.00 as he acknowledged at the hearing. The tenant, contrary to the provisions of the *Residential Tenancy Act*, argued that his security deposit should be applied to July rent.

After filing its application the landlord submitted evidence with respect to damage claimed to have been caused to the rental unit by the tenants, but the landlord has not

made a monetary claim with respect to damage since its application was filed before the tenancy ended.

Analysis

The tenants were not entitled to withhold a portion of July rent and the landlord was not obliged to apply the security deposit to unpaid rent. The landlord is entitled to a monetary award for unpaid rent for July in the amount of \$700.00 plus a late fee of \$25.00 as provided by the tenancy agreement. The landlord is also entitled to recover the \$50.00 filing fee for this application for a total award of \$775.00.

The tenants refused to provide a forwarding address at the hearing of this application so a copy of the decision and order will not be mailed to them.

Conclusion

I have awarded the landlord the sum of \$775.00. I order that the landlord retain the \$700.00 security deposit in partial satisfaction of this award and I grant the landlord an order under section 67 for the balance of \$75.00. This order may be registered in the Small Claims Court and enforced as an order of that court. The landlord has leave to apply for a further monetary award for costs of cleaning and repairs to the rental unit.

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: September 16, 2014

Residential Tenancy Branch

