



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding COLUMBIA PROPERTY MANAGEMENT LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes:** MNR, MNSD, FF

### **Introduction**

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act*, for a monetary order for unpaid rent and the filing fee. The landlord also applied to retain the security deposit in satisfaction of her claim. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

### **Issues to be decided**

Is the landlord entitled to unpaid rent and the filing fee?

### **Background and Evidence**

The tenancy started on December 01, 2010 and ended on April 30, 2014. The monthly rent at the end of tenancy was \$830.00. Prior to moving in the tenant paid \$800.00 towards security and pet deposits.

The tenant agreed that she did not pay rent for April and stated that the unit was unfit to live in. The landlord stated that some repair work was on going and had agreed to compensate the tenant \$400.00 for the inconvenience suffered. The landlord also compensated the tenant \$22.00 towards a glass shelf purchased by the tenant.

A move out inspection was conducted on April 30, 2014 and the tenant did not agree to allow the landlord to retain a portion of the deposits towards rent owed. The landlord mailed a cheque to the tenant on May 06, 2014 in the amount of \$342.00. The tenant agreed that she had received this amount.

The landlord made this application on May 09, 2014, for permission to retain the balance of the deposits in the amount of \$480.00. This application was made within the 15 day time frame from the end of tenancy.

### **Analysis**

The tenant agreed that she had not paid rent for April. Therefore I find that the tenant owes \$830.00 for unpaid rent. The landlord offered the tenant a rebate of \$400.00 for inconvenience due to ongoing repairs plus \$22.00 for a glass shelf. After taking this rebate into account, I find that the tenant owes the landlord \$408.00 in unpaid rent for April 2014.

Since the landlord has proven her case, I award her the recovery of the filing fee of \$50.00. Therefore the tenant owes the landlord a total of \$458.00.

I order that the landlord retain this amount from the security and pet deposits in full satisfaction of the claim, leaving a balance of \$342.00 owed to the tenant.

The tenant agreed that she has already received this amount from the landlord and therefore the landlord has fulfilled all obligations regarding the return of the security and pet deposits, to the tenant.

### **Conclusion**

The landlord may retain the balance of the deposits.

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 11, 2014

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Residential Tenancy Branch

