



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CONDOR VENTURES  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes: MNR OPR FF

### **Introduction:**

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for orders as follows:

- a) A monetary order pursuant to Sections 46 and 67;
- b) An Order of Possession pursuant to sections 46 and 55;
- c) To retain the security deposit to offset the amount owing; and
- d) An order to recover the filing fee pursuant to Section 72.

### **SERVICE:**

The tenant did not attend. The landlord gave sworn testimony that the Notice to End Tenancy and Application for Dispute Resolution were both served personally. He said the tenant had vacated when the Application was served but he was successful at arranging a meeting with her and gave her the Application. I find that the tenant was properly served with the documents according to sections 88 and 89 of the Act.

### **Issue(s) to be Decided:**

The tenant was issued a Notice to End Tenancy dated August 11, 2014 for unpaid rent. The landlord no longer requires an Order of Possession. Is the landlord entitled to a Monetary Order for rental arrears and filing fee?

### **Background and Evidence:**

The tenant did not attend although served with the Application/Notice of Hearing. The landlord was given opportunity to be heard, to present evidence and to make submissions. The landlord testified that tenancy commenced on or about September 2013, rent was \$1500 a month and a security deposit of \$750 was paid in September 2013. He said the tenant had some financial issues and he tried to resolve the matter by making an Agreement with her that the tenancy would end in August, that they would retain the security deposit and she would pay July's rent. However, she was unable to keep to the terms of the Agreement and pay rent for July 2014; she only paid \$200.

She signed a Mutual Agreement to End Tenancy effective August 15, 2014 and has vacated.

The tenant is in arrears for July of \$1300 and for August 2014 of \$1500. He requests a Monetary Order for \$2800, to retain the security deposit to offset the amount owing and to recover the filing fee.

In evidence is the Mutual Agreement to End Tenancy effective August 15, 2014 which did not come to my attention immediately as it had the incorrect file number on it.

On the basis of the solemnly sworn evidence presented at the hearing, a decision has been reached.

**Analysis**

Monetary Order

I find that there are rental arrears in the amount of \$2800 representing rental arrears for July (\$1300) and August, 2014 (\$1500).

**Conclusion:**

I find the landlord is entitled to a monetary order as calculated below and to retain the security deposit to offset the amount owing. I find the landlord is entitled to recover filing fees paid for this application.

Calculation of Monetary Award:

Rent arrears July and August 2014	2800.00
Filing fee	50.00
Less security deposit (no interest 2013-14	-750.00
Total Monetary Order to Landlord	2100.00

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: October 30, 2014

---

Residential Tenancy Branch

