



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Middlegate Developments Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR

Introduction

This is an application filed by the landlord for an order of possession and a monetary order for unpaid rent.

Both parties attended the hearing by conference call and gave testimony. The tenant confirmed receipt of the landlord's notice of hearing package and the submitted documentary evidence. The tenant also confirmed that no documentary evidence was submitted by him.

At the outset of the hearing, the landlord clarified that the tenant had already vacated the rental unit and that an order of possession was no longer required. As such, no further action on this part of the application is required.

Issue(s) to be Decided

Is the landlord entitled to a monetary order?

Background and Evidence

This tenancy began on September 1, 2013 on a month to month basis as shown by the submitted copy of the signed tenancy agreement dated August 16, 2013. The monthly rent was \$877.00 payable on the last day of each month. Filed copies of the landlord's notice of rent increase forms show that as of September 2014 the monthly rent was \$896.00. A security deposit of \$438.50 was paid on August 17, 2013.

The landlord states that a 10 day notice issued for unpaid rent dated September 2, 2014 was served upon the tenant by posting it to the rental unit door with a witness. The notice states that the tenant failed to pay rent of \$896.00 that was due on August 31,

2014 and displays an effective end of tenancy date of September 12, 2014. The landlord has submitted a copy of a proof of service document confirming service of the 10 day notice dated September 2, 2014.

The landlord has submitted a partial copy of a condition inspection report that states that the tenancy ended on September 30, 2014 that shows that the tenant signed a completed condition inspection report for the end of the tenancy acknowledging that \$703.50 was owed by the tenant to the landlord. It consists of \$57.50 for cleaning drapes, \$621.00 in rent arrears and a \$25.00 late rent charge. The landlord clarified that the tenant had signed acknowledging that he was surrendering the \$438.50 security deposit against the amount owed and that there was still an outstanding balance of \$207.50. The landlord stated that there was a notation that was initialed by both parties which states

Resident will pay balance of \$207.50 on Oct 3, 14.

Paid \$57.50 Sept 30th *Balance of \$438.50 to be deducted from Deposit.

The landlord states that the tenant signed the statement dated September 30, 2014 which states,

I agree with the amounts noted above and authorize deduction of the Balance due to the Company from my Security Deposit. If the total owing to the Company exceeds my deposit, I agree to pay the Company the excess amount.

The tenant disputes the claim by the landlord that there was no outstanding rent but that he did agree to waive the return of the security deposit to offset the landlord's claims as outlined on the report. The tenant was not able to provide an explanation of the outstanding balance on the report other than to state that all of the rent due was paid. The tenant states that he has no proof of rent payments.

Analysis

I accept the evidence provided by both parties and find on a balance of probabilities that I prefer the evidence of the landlord over that of the tenant. The landlord has provided a copy of the condition inspection report dated September 30, 2014 which both parties agreed was signed by both parties at the end of the tenancy agreeing that the tenant would waive the return of the \$438.50 security deposit based upon the charges listed totalling, \$703.50. Both parties acknowledged that the tenant made a payment of \$57.50 as indicated on the report. The landlord relies on a notation made on the report which he states was initialed by the tenant agreeing to pay the balance owing of

\$207.50 on October 3, 2014. The tenant was adamant that there were no rent arrears, but that he was familiar with the hearing process and did not submit any evidence of rent payments

The landlord is entitled to a monetary claim of \$207.50 as claimed. The landlord is granted a monetary order for \$207.50. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The landlord is granted a monetary order for \$207.50.

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: February 13, 2015

Residential Tenancy Branch

