



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR

### Introduction

This hearing was convened by way of conference call in response to the landlord's application for an Order of Possession for unpaid rent or utilities and for a Monetary Order for unpaid rent or utilities.

The tenant, an agent for the tenant, and an agent for the landlord attended the conference call hearing and gave sworn testimony. The landlord and tenant provided documentary evidence to the Residential Tenancy Branch and to the other party in advance of this hearing. The parties confirmed receipt of evidence. I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

At the outset of the hearing the landlord's agent advised that the tenant is no longer residing in the rental unit, and therefore, the landlord withdraws the application for an Order of Possession.

### Issue(s) to be Decided

Is the landlord entitled to a Monetary Order for unpaid rent or utilities?

### Background and Evidence

The parties agreed that this tenancy started on April 07, 2014 for a fixed term tenancy of one year. The tenancy has since reverted to a month to month tenancy and ended on April 06, 2015. Rent for this unit was \$1,070.00 per month with \$70.00 going towards utilities. The tenant paid a security deposit of \$535.00 at the start of the tenancy.

The landlord's agent testified that the tenants rent cheque for February was stopped at the tenant's bank. The tenant also failed to pay rent for March on the day it was due and a 10 Day Notice to End Tenancy was served upon the tenant on March 14, 2015. The tenant later paid \$1,321.00 which covered the outstanding rent for March and rent for six days in April. The landlord testified that the tenant still owes \$1,000.00 for February, 2015 and the landlord seeks a Monetary Order to recover this amount.

The tenant's agent testified that the tenants do owe rent of \$1,000.00 for February. The tenant's agent agreed the landlord could keep the tenant's security deposit of \$535.00 in partial satisfaction of the outstanding rent.

### Analysis

I have carefully considered all the evidence before me, including the sworn testimony of both parties. Section 26 of the *Act* states:

*A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.*

The tenant's agent agreed that the tenant owes rent of \$1,000.00 for February, 2015. I therefore uphold the landlord's claim to recover this amount from the tenant.

At the hearing the tenant's agent orally agreed that the landlord may keep the security deposit of **\$535.00** in partial satisfaction of the outstanding rent. I have therefore

deducted this amount from the landlord's monetary award, as it is held in trust by the landlord, and I issue the landlord with a Monetary Order for **\$465.00**.

### Conclusion

For the reasons set out above, I grant the landlord a Monetary Order pursuant to Section 67 of the *Act* in the amount of **\$465.00**. This Order must be served on the Respondent and may then be filed in the Provincial Court (Small Claims) and enforced as an Order of that Court if the Respondent fails to comply with the Order.

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: May 04, 2015

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Residential Tenancy Branch

