



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 910951 B.C. LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes                      OPR, MNR, MNSD, MNDC, FF, MT, CNC, CNR

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("Act") for:

- an Order of Possession for unpaid rent, pursuant to section 55;
- a monetary order for unpaid rent and for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested, pursuant to section 38; and
- authorization to recover the filing fee for this application from the tenant, pursuant to section 72.

This hearing also dealt with the tenant's cross-application pursuant to the *Act* for:

- more time to make an application to cancel the landlord's notices to end tenancy, pursuant to section 66;
- cancellation of the landlord's two 10 Day Notices to End Tenancy for Unpaid Rent, dated March 17 and April 12, 2015 ("two 10 Day Notices"), pursuant to section 46;
- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause, dated March 29, 2015 ("1 Month Notice"), pursuant to section 47;

The landlord's agent, KS ("landlord"), the tenant and her legal advocate attended the hearing and were each given a full opportunity to be heard, to present their sworn testimony, to make submissions, and to call witnesses. The landlord confirmed that he was the property manager for the property management company that is an agent for the "landlord company" named in this Application. The landlord confirmed that he had authority to speak on behalf of the landlord company as an agent at this hearing.

The tenant confirmed personal receipt of the landlord's application for dispute resolution hearing package ("Application"). In accordance with section 89 of the *Act*, I find that the tenant was duly served with the landlord's Application.

At the outset of the hearing, the tenant's advocate confirmed that she wished to withdraw the tenant's entire application, as the tenant vacated the rental unit on April 30, 2015. Accordingly, the tenant's entire application is withdrawn.

For the reason stated above, the landlord also withdrew the application for an order of possession for unpaid rent. Accordingly, this portion of the landlord's Application is withdrawn.

#### Issues to be Decided

Is the landlord entitled to a monetary award for unpaid rent and for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement?

Is the landlord entitled to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary award requested?

Is the landlord entitled to recover the filing fee for this Application from the tenant?

#### Background and Evidence

The landlord testified that this tenancy began on May 15, 2011 and ended on April 30, 2015. Both parties agreed that monthly rent in the amount of \$885.00 was payable on the first day of each month, in accordance with a previous decision order, dated February 24, 2015, of a different arbitrator made at a previous hearing held on February 13, 2015. The file number for this previous decision appears on the cover page of this decision. A security deposit of \$425.00 was paid by the tenant and the landlord continues to retain this deposit.

The landlord seeks a monetary order of \$1,470.00 for unpaid rent. Both parties agreed that \$585.00 is outstanding for March 2015 rent and \$885.00 is outstanding for April 2015 rent. The landlord agreed that he was not seeking any rental arrears from prior to March 2015, including any arrears owed pursuant to a rent increase to \$918.00 per month that was disallowed by the previous hearing decision. The landlord also seeks to recover the \$50.00 filing fee for this Application from the tenant.

#### Analysis

As per section 26 of the *Act*, rent is due on the date indicated in the tenancy agreement. Section 7(1) of the *Act* establishes that a tenant who does not comply with the *Act*, the regulations or the tenancy agreement must compensate the landlord for damage or loss that results from that failure to comply. Both parties agreed that the tenant owes outstanding rent of \$1,470.00 for March and April 2015. Accordingly, I find that the landlord is entitled to \$1,470.00 in rental arrears for the above period.

The landlord continues to hold the tenant's security deposit of \$425.00. In accordance with the offsetting provisions of section 72 of the *Act*, I allow the landlord to retain the tenant's security

deposit of \$425.00 in partial satisfaction of the monetary award. No interest is payable over this period.

As the landlord was successful in this Application, I find that it is entitled to recover the \$50.00 filing fee paid for the Application.

Conclusion

I issue a monetary order in the landlord's favour in the amount of \$1,095.00 against the tenant as follows:

Item	Amount
Unpaid March 2015 Rent	\$585.00
Unpaid April 2015 Rent	885.00
Less Security Deposit	-425.00
Recovery of Filing Fee for this Application	50.00
<b>Total Monetary Award</b>	<b>\$1,095.00</b>

The landlord is provided with a monetary order in the amount of \$1,095.00 in the above terms and the tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

The landlord's Application for an order of possession is withdrawn.

The tenant's entire application is withdrawn.

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 13, 2015

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Residential Tenancy Branch

