



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Langley Lions Senior Citizens Housing Society
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPM, MNR, MNSD

Introduction

This hearing was convened by way of conference call concerning an application made by the landlord for an Order of Possession due to a mutual agreement to end the tenancy, for a monetary order for unpaid rent or utilities, and for an order permitting the landlord to keep all or part of the pet damage deposit or security deposit.

An agent for the landlord society and the tenant attended the hearing. The parties each gave affirmed testimony and the landlord's agent called one witness who gave affirmed testimony. The parties were given the opportunity to question each other and the witness with respect to the testimony and evidence provided, all of which has been reviewed and is considered in this Decision. With the consent of the landlord's agent, the tenant was also afforded the opportunity to provide further evidentiary material by facsimile after the hearing had concluded, however no further evidentiary material has been received. No further issues with respect to service or delivery of documents or evidence were raised.

During the course of the hearing, the parties agreed that the landlord will have an Order of Possession effective August 10, 2015 at 1:00 p.m. and the tenancy will end at that time. The parties also agree that if the tenant moves out of the rental unit by that date, the tenant will pay to the landlord the sum of \$121.00 for that 10 day rental period.

Issue(s) to be Decided

The issues remaining to be decided are:

- Has the landlord established a monetary claim as against the tenant for unpaid rent?
- Should the landlord be permitted to keep all or part of the security deposit in full or partial satisfaction of the claim?

Background and Evidence

The landlord's agent testified that this month-to-month tenancy began on January 1, 2013 and the tenant still resides in the rental unit. Rent in the amount of \$375.00 per month is payable on the 1st day of each month. At the outset of the tenancy the landlord collected a security deposit from the tenant in the amount of \$180.00 which is still held in trust by the landlord.

The landlord's agent further testified that the parties entered into a Mutual Agreement to End the Tenancy on April 22, 2015 effective May 31, 2015. The tenant paid May's rent and then June's rent on June 18, 2015 by auto-debit, and it became clear that the tenant wasn't moving out. However, the tenant has not paid any rent for July and hasn't moved out and the landlord claims \$375.00.

The tenant paid rent by a variety of methods during the tenancy, but has told the landlord's agent that she paid July's rent by telephone which is not possible. The landlord did not serve a 10 Day Notice to End the Tenancy for Unpaid Rent or Utilities, but tried to get an outreach team to assist. The tenant refuses support and told the landlord's agent that she has no desire to live there anymore, but hasn't moved out. There have been repeated conversations wherein the tenant says she wants to move but doesn't.

The landlord's witness is a person who provides tenant relations to tenants for the landlord society. The witness testified that she was present for many conversations between the landlord's agent and the tenant.

The witness further testified that tenants can pay for meals within the complex, and the tenant always does. The witness has access to ledger cards for all tenants and has met the tenant at the counter and personally reminded the tenant about paying rent. Every month ledgers are printed off and this tenant's ledger shows a rental payment on June 18, 2015 and no payments for July. When the rent was late for June, 2015 the parties already had a Mutual Agreement to End the Tenancy so a notice to end the tenancy wasn't contemplated by the landlord.

The tenant testified that she paid \$375.00 on July 2, 2015 according to her bank statement, but no copy has been provided. Then the landlord said that the money wasn't received so the tenant paid it again at the middle of the month by bank draft at the front desk. Now the landlord wants the tenant to pay it for the third time.

The tenant was provided with an opportunity to provide proof of such payment by giving the Tenant Relations person a copy of the bank statement and the landlord's agent or

the Tenant Relations person will ensure that it is sent to the Residential Tenancy Branch. As of the date of this Decision, no such evidence has been received.

Analysis

I have heard from the landlord's agents and the tenant, and having received no evidence to the contrary from the tenant, I find that the landlord has established a claim in the amount of \$375.00 for rent for July, 2015.

Since the landlord has been successful with the application, the landlord is also entitled to recovery of the \$50.00 filing fee.

I hereby order the landlord to keep the \$180.00 security deposit in partial satisfaction of the claim and I grant a monetary order in favour of the landlord for the difference in the amount of \$245.00.

Conclusion

For the reasons set out above, I hereby grant an Order of Possession in favour of the landlord effective August 10, 2015 at 1:00 p.m. and the tenancy will end at that time.

I further order the landlord to keep the \$180.00 security deposit and I grant a monetary order in favour of the landlord as against the tenant pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$245.00.

These orders are final and binding and may be enforced.

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: August 05, 2015

Residential Tenancy Branch

