



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Colliers International  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes: MNR, MNDC, MNSD, FF

### Introduction

This hearing concerns the landlord's application for a monetary order as compensation for unpaid rent / compensation for damage or loss under the Act, Regulation or tenancy agreement / retention of the security deposit / and recovery of the filing fee. The landlord's agent (the "landlord") attended and gave affirmed testimony.

The landlord testified that the application for dispute resolution and notice of hearing (the "hearing package") was served by registered mail. The landlord provided the tracking number for the registered mail, and the Canada Post website informs that it was "successfully delivered" on January 26, 2015. Based on the documentary evidence and the affirmed / undisputed testimony of the landlord, I find that the tenant was served in accordance with sections 89 and 90 of the Act which speak, respectively, to **Special rules for certain documents** and **When documents are considered to have been received**.

### Issue(s) to be Decided

Whether the landlord is entitled to the above under the Act, Regulation or tenancy agreement.

### Background and Evidence

Pursuant to a written tenancy agreement, the fixed term of tenancy is from November 15, 2012 to November 30, 2013. The agreement provides that at the end of the fixed term the "tenancy will continue on a month to month basis, or another fixed length of time." Monthly rent of \$1,050.00 is due and payable in advance on the first day of each month, and a security deposit of \$525.00 was collected. A move-in condition inspection report was completed with the participation of both parties.

Arising from rent which remained unpaid when due on September 01, 2015, the landlord issued a 10 day notice to end tenancy for unpaid rent dated September 16,

2015. The notice was served by way of posting to the unit door on that same date. A copy of the notice was submitted in evidence. The date shown on the notice by when the tenant must vacate the unit is September 29, 2015, which is the date when the tenant actually vacated the unit. A move-out condition inspection report was completed with the participation of both parties on that date, and the tenant provided a forwarding address at her workplace on the report. Further, by way of her signature on the report the tenant agreed to the landlord's withholding of a portion of her security deposit for carpet cleaning, unit cleaning, as well as repairs & painting of damaged baseboard. The landlord testified that by way of telephone conversation, the tenant agreed to the landlord's withholding of the balance of the security deposit to be put toward the unpaid rent for September, with the remaining balance of unpaid rent to be paid by 2 installments. Thereafter, however, no installment payments were made.

### Analysis

Based on the documentary evidence and affirmed / undisputed testimony of the landlord, I find that the tenant was served with a 10 day notice to end tenancy for unpaid rent dated September 16, 2015. The tenant did not pay all of the outstanding rent, or file an application for dispute resolution before vacating the unit on September 29, 2015.

Section 26 addresses **Rules about payment and non-payment of rent**, in part:

26(1) 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.

Based on the documentary evidence and affirmed / undisputed testimony of the landlord, and in the absence of any evidence that the tenant has a right under the Act to deduct all or a portion of the rent, I find that the landlord has established a claim of **\$1,382.45**, as follows:

\$1,050.00: *unpaid rent for September 2014*

\$93.45: *carpet cleaning*

\$73.50: *miscellaneous minor repairs and painting*

\$115.50: *unit cleaning*

\$50.00: *filing fee*

I order that the landlord retain the tenant's security deposit of **\$525.00**, and I grant the landlord a **monetary order** for the balance owed of **\$857.45** (\$1,382.45 - \$525.00).

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$857.45**. Should it be necessary, this order may be served on the tenant, filed in the Small Claims Court and enforced as an order of that Court.

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 04, 2015

---

Residential Tenancy Branch

