



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking an order of possession and a monetary order.

The hearing was conducted via teleconference and was attended by the landlord and the tenant.

During the hearing the parties agreed the tenant has vacated the rental unit. However, the parties did not agree on which date the tenant vacated the rental unit. For the purposes of this Application the landlord confirmed that she no longer required an order of possession. I amend the landlord's Application for Dispute Resolution to exclude the matter of possession.

Also during the hearing I noted that the landlord had not requested retaining the security deposit against the unpaid rent she is claiming. The landlord confirmed that she did not want to apply the security deposit against this claim because she wanted to file another claim for damage to the unit.

The landlord indicated that she had not yet received the tenant's forwarding address. During the hearing the tenant provided his forwarding address to both me and the landlord. I advised the parties, that as result of this exchange of the tenant's forwarding address, the landlord would have 15 days, from the date of this hearing, to either return the tenant's deposit or file a subsequent claim against the tenant for any other compensation she is seeking resulting from the tenancy.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent and to recover the filing fee from the tenant for the cost of the Application for

Dispute Resolution, pursuant to Sections 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The landlord submitted into evidence a copy of a tenancy agreement signed by the parties on September 21, 2014 for a month to month tenancy beginning on October 1, 2014 for the monthly rent of \$1,200.00 due on the 1st of each month with a security deposit of \$600.00 paid.

The parties agree the tenant only paid \$600.00 for rent for the month of October, 2015.

The tenant submitted that he did not pay the full amount of rent for a variety of reasons:

1. He did not have the money;
2. A roommate had moved out;
3. He had had to clean the rental unit substantially when he moved into the unit;
and
4. The landlord had failed to address a number of issues during the tenancy.

Analysis

Section 26 of the *Act* states that 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 the right under this *Act* to deduct all or a portion of the rent.

Section 21 of the *Act* states unless the landlord gives written consent, a tenant must not apply a security deposit as rent.

Based on the testimony of both parties, I find the tenant has provided no reasons allowed under the *Act* that would authorize the tenant to withhold any amount of rent or to convert his security deposit to rent. I, therefore find, the tenant owes the landlord the amount of \$600.00 as claimed.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 and I grant a monetary order in the amount of **\$650.00** comprised of \$600.00 rent owed and the \$50.00 fee paid by the landlord for this application.

This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: December 16, 2015

Residential Tenancy Branch

