



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding AMANDIP SANGHERA & MAKHAN SANGHERA
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR

Introduction

This matter dealt with an application by the Landlord for an Order of Possession and a Monetary Order for unpaid rent.

It should be noted that this hearing was scheduled as follow up to a Direct Request application by the Landlord which was moved to a participatory hearing as a result of unclear service of documents for the Direct Request process. As this is a participatory hearing the Landlord requested to include his request to retain the security deposit and to recover the filing fee. I accept the Landlord's request to amend the application to include the security deposit as partial payment of unpaid rent and the filing fee of \$100.00.

The Landlord said he served the Tenant with the Application and Notice of Hearing (the "hearing package") by personal delivery mail on February 1, 2016. Based on the evidence of the Landlord, I find that the Tenant was served with the Landlord's hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenant's absence.

The Landlord said the Tenant moved out on March 1, 2016, therefore the Landlord is withdrawing the application for an Order of Possession as they have possession of the rental unit.

Issues(s) to be Decided

1. Are there rent arrears and if so, how much?
2. Is the Landlord entitled to compensation for unpaid rent and if so how much?
3. Is the Landlord entitled to keep the Tenant's security deposit?

Background and Evidence

This tenancy started on October 15, 2014 as a month to month tenancy. Rent was \$675.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$337.50 at the start of the tenancy.

The Landlord said that the Tenant did not pay \$675.00 of rent for the month of January, 2016 when it was due and as a result, on January 2, 2016 he personally delivered a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated January 2, 2016. As well the Landlord said the Tenant has unpaid rent for February, 2016 in the amount of \$675.00.

Analysis

Section 26 says 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 did not have the right under the Act to withhold part or all of the rent of \$675.00 for January, 2016 and \$675.00 for February, 2016, therefore I find in favour of the Landlord's application for the total unpaid rent of \$1,350.00.

As the Landlord has been successful in this matter, he is also entitled to recover from the Tenant the \$100.00 filing fee for this proceeding. I order the Landlord pursuant to s. 38(4) and s. 72 of the Act to keep the Tenant's security deposit in partial payment of the rent arrears. The Landlord will receive a monetary order for the balance owing as following:

	Rent arrears: (\$675.00 X 2)	\$1,350.00	
	Recover filing fee	\$ 100.00	
	Subtotal:		\$1,450.00
Less:	Security Deposit	\$ 337.50	
	Subtotal:		\$ 337.50
	Balance Owing		\$ 1,112.50

Conclusion

A Monetary Order in the amount of \$1,112.50 has been issued to the Landlord. A copy of the Order must be served on the Tenant: the Monetary Order may be enforced in the Provincial (Small Claims) Court of British Columbia.

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: March 09, 2016

Residential Tenancy Branch

