



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNR, MNDC, MND, MNSD, OPC O FF

Introduction

This hearing was convened in response to an application by the landlord *orally amended* during the hearing, pursuant to the *Residential Tenancy Act* (the Act) for Orders as follows:

1. A Monetary Order for unpaid rent - Section 67;
2. An Order to recover the filing fee for this application - Section 72.

Both parties appeared, provided testimony and were provided the opportunity to mutually resolve their dispute, make relevant submissions, in writing and orally pursuant to the Rules of Procedure, and to respond to the submissions of the other party. The tenant claims they only recently received the evidence of the landlord due to an address change but claimed they were able to respond to the landlord's amended claim. The tenant also testified they filed a late application for a monetary order set for early 2016. That claim is not before me and the given particulars are not sufficiently relevant to the particulars of this hearing.

Issue(s) to be Decided

Is the landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy began October 01, 2015. The tenant vacated July 21, 2016. The tenancy agreement states rent in the amount of \$800.00 is payable in advance on the first day of

each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$400.00 which they retain in trust. The tenant testified that they failed to pay rent in the month of July 2016. The landlord served the tenant with a Notice to End tenancy

for non-payment of rent with an effective date of July 19, 2016 as well as a 1 Month Notice to End for Cause with an automatically adjusted effective date of July 31, 2016 date. The tenant filed to dispute the 1 month notice but subsequently determined to vacate July 21, 2016. An Arbitrator subsequently found the tenant's application moot as the tenant had already vacated.

In discussion between the parties the landlord testified they are willing to simply retain the tenant's security deposit of \$400.00 as full and in final satisfaction of their monetary claim.

Analysis

Section 26 of the Act clearly states that rent is payable when due. Based on the oral evidence of both parties I find that the tenant did not satisfy the rent payable in accordance with the Tenancy agreement for July 2016 in the amount of \$800.00.

Based on the above facts I find that the landlord has established a monetary claim for unpaid rent and recovery of the filing fee in the sum amount of \$900.00. However, the landlord confirmed to me they are satisfied to simply retain the security deposit held in trust as full resolve to this matter.

As a result, I **Order** that the landlord may retain the tenant's security deposit of \$400.00 as full and final satisfaction of their claim and award.

Conclusion

The landlord's application has been granted, as **Ordered**.

This Decision is final and binding on both parties.

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: September 13, 2016

Residential Tenancy Branch

