



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Rug Rats Flooring Installations Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

### **Dispute Codes**

Tenants' Application made August 19, 2016: MT; CNR; OLC  
Landlord's Application made August 24, 2016: OPR; MNR; MNSD; FF

### **Introduction**

This Hearing was convened to consider Cross Applications. The Tenants applied for more time to make their Application; to cancel a Notice to End Tenancy for Unpaid Rent (the "Notice"); and for an Order that the Landlord comply with the Act, regulation or tenancy agreement. The Tenants did not provide sufficient details in their Application with respect to what section of the Act, regulation or tenancy agreement with which they seek compliance from the Landlord and therefore this portion of their Application is dismissed.

The Landlord applied for an Order of Possession; a monetary award for unpaid rent; to apply the security deposit towards its monetary award; and to recover the cost of the filing fee from the Tenants.

I described each party's evidence package as submitted to the Residential Tenancy Branch. The parties acknowledged service of each other's Notice of Hearing documents and evidence package as described.

### **Issue(s) to be Decided**

At the outset of the Hearing, it was determined that the Tenants moved out of the rental unit on September 26, 2016. Therefore, the tenancy is ended and the only remaining issues to be decided are:

- Is the Landlord entitled to a monetary award for unpaid rent, and if so in what amount;
- May the Landlord apply the security deposit towards its monetary award; and
- Is the Landlord entitled to recover the cost of the filing fee from the Tenants?

**Background and Evidence**

This tenancy started on February 1, 2016. Monthly rent was \$900.00, due on the first day of each month. The Tenants paid a security deposit in the amount of \$450.00 on January 9, 2016.

**The Tenants gave the following testimony:**

The Tenants acknowledged that they owe rent to the Landlord; however, they testified that they do not agree with the amount that the Landlord is seeking. The Tenants testified that they owe \$1,550.00 in unpaid rent, calculated as follows:

Amount owing as at August 31, 2016:	\$2,700.00
Less set off of security deposit	-\$450.00
Less amount paid on August 27, 2016, for use and occupancy only	-\$400.00
Less amount paid July 17, 2016, which the Landlord disputes was paid	<u>-\$300.00</u>
Balance	\$1,550.00

The Tenants gave an address during the hearing for the purposes of receiving a copy of this Decision only. The address is not an address for service of documents.

**The Landlord's agents gave the following testimony:**

The Landlord's agents testified that the Tenants made the following payments during the tenancy:

January 9, 2016, security deposit	\$450.00
January 23, 2016, ½ of February's rent	\$450.00
February 32, 2016, remainder of February's rent	\$450.00
March 1, 2016	\$0.00
April 12, 2016, March's rent	\$900.00
May 11, 2016, ½ of April's rent	\$450.00
May 27, 2016, remainder of April's rent plus \$100.00 towards May's rent	\$1,000.00
June 1, 2016	\$0.00
June 24, 2016, towards May's rent	\$500.00
July 1, 2016	\$0.00

July 17, 2016, Tenants paid \$300.00 and were issued a receipt. After the receipt was issued, the Tenants took back the money for "beer and cigarettes"	\$0.00
August 1, 2016	\$0.00
August 27, 2016, for use and occupancy only	<u>\$400.00</u>
Total paid	\$4,600.00

The Landlord's agents submitted that the Landlord was entitled to the following amounts over the course of the tenancy:

Security deposit	\$450.00
Rent (February to September, 2016 = 8 months x \$900.00)	<u>\$7,200.00</u>
Total	\$7,650.00

Therefore, the Landlord's agent submitted that the Tenants still owe the Landlord \$3,050.00. However, the Landlord's agents stated that they are willing to "give the Tenants the benefit of the doubt" with respect to the \$300.00 payment of July 17, 2016. The Landlords seek a monetary award of \$2,850.00 and recovery of the \$100.00 filing fee.

The Landlord provided copies of receipts in evidence.

### **Analysis**

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

The Tenants did not pay rent for September, 2016, and moved out of the rental unit on or about September 26, 2016. I find that the Landlord is entitled to rent for the month of September, 2016.

I find that the Landlord has established a total monetary claim of **\$3,200.00** in unpaid rent, calculated as follows:

Unpaid rent for May, 2016	\$300.00
Unpaid rent for June, 2016	\$900.00
Unpaid rent for July, 2016 (\$900.00 less \$300.00 payment made July 17, 2016)	\$600.00
Unpaid rent for August, 2016 (\$900.00 less \$400.00 payment made for use and occupancy)	\$500.00

Unpaid rent for September, 2016  
Total

\$900.00  
**\$3,200.00**

The Landlord has been successful in its Application and I find that it is entitled to recover the cost of the **\$100.00** filing fee from the Tenants.

I order that the Landlord retain the security deposit of **\$450.00** in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of **\$2,850.00**.

### **Conclusion**

The Tenants' Application is dismissed.

I hereby provide the Landlord with a monetary order against the Tenants in the amount of **\$2,850.00**. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

This decision is final and binding on the parties, except as otherwise provided under the Act, and 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: October 11, 2016

---

Residential Tenancy Branch