



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

Landlord: MNR, FF  
Tenant: CNR, LAT, LRE, OLC, FF

### **Introduction**

This hearing was convened in response to cross-applications by the parties for dispute resolution pursuant to the *Residential Tenancy Act* (the Act).

**The landlord** filed their application August 12, 2016 for an Order of Possession respecting Notices to End and an Order to recover unpaid rent and to recover their filing fee.

**The tenant** filed on August 08, 2016 to cancel the landlord's Notice to End and for other tenancy issues solely respecting an existing tenancy and to recover their filing fee.

Both parties attended the hearing and were given opportunity to present *relevant* evidence and make *relevant* submissions. Prior to concluding the hearing both parties acknowledged they had presented all of the *relevant* evidence they wished to present.

### *Preliminary matters*

The tenant testified they vacated the rental unit August 15, 2016 and no longer have a relevant dispute requiring a remedy through dispute resolution. The tenant effectively withdrew their application. The tenant's application was preliminarily **dismissed**.

The landlord was given opportunity to be heard, present evidence and to make submissions in respect to their application solely for a monetary order .

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

Is the landlord entitled to the monetary amounts claimed?

## **Background and Evidence**

The parties agreed the tenancy began March 01, 2016 for a fixed term ending August 31, 2016. December 28, 2014 and has since ended. The agreed payable monthly rent under the written agreement was \$1150.00 payable on the 1<sup>st</sup> of each month. At the outset of the tenancy the landlord collected a security deposit in the amount of \$575.00, which they retain in trust. The tenant vacated August 15, 2016 and testified that they did not satisfy the rent for August 2016 in the agreed amount of \$1150.00. The landlord seeks the unpaid rent.

## **Analysis**

Section 26 of the Act states as follows:

### **Rules about payment and non-payment of rent**

**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.

The tenant failed to pay rent for the month of August 2016 as stated in the contractual tenancy agreement. As a result, the landlord is owed the payable rent in the amount of \$1150.00. The landlord is further entitled to recover their filing fee.

### *Calculation for Monetary Order*

The security deposit will be offset in the award made herein.

Unpaid rent for August 2016	\$1150.00
Filing fee - landlord	\$100.00
<i>Minus security deposit held by landlord</i>	<i>-\$575.00</i>
<b>Monetary Order to landlord</b>	<b>\$675.00</b>

**I Order** the landlord may retain the security deposit of \$575.00 in partial satisfaction of their claim. **I grant** the landlord a Monetary Order under Section 67 of the Act for the balance of **\$675.00**. If necessary, this Order may be filed in the Small Claims Court and enforced as an Order of that Court.

## **Conclusion**

The tenant's application is **dismissed**.

The landlord's application in relevant part has been granted

**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: October 03, 2016

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Residential Tenancy Branch