



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Red Door Housing Society
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MNSD, FF

Introduction

This was a hearing with respect to the landlord's application for a monetary award and an order to retain the tenant's security deposit. The hearing was conducted by conference call. The landlord's representative and the tenant called in and participated in the hearing

Issue(s) to be Decided

Is the landlord entitled to a monetary award and if so, in what amount?
Is the landlord entitled to retain all or part of the security deposit?

Background and Evidence

The rental unit is an apartment in Surrey. The landlord is a non-profit housing organization and the rental property provides subsidized housing pursuant to an operating agreement with B.C. Housing Management Commission.

The tenancy began in September, 2005. The tenant paid a security deposit of \$435.00 on August 31, 2005. The tenant moved out of the rental unit on January 31, 2016. The landlord claimed that the tenant did not clean the carpets in the rental unit and caused some damage. The landlord claimed that the tenant owed rental arrears when the tenancy ended. The landlord claimed the following amounts:

- | | |
|---|------------|
| • Carpet cleaning upstairs only: | \$120.00 |
| • Reattach handrail and re-install light: | \$50.00 |
| • Rental arrears: | \$1,250.00 |

Total:	\$1,420.00
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The landlord submitted documents, including a statement of account that listed outstanding monthly rental amounts for the period from November, 2013 to October 2014 in the amount of \$125.00 for each month for a total of \$1,500.00. The landlord's representative said that the amounts were outstanding because the tenant received income during those months that disqualified him from receiving the rental subsidy he was receiving previously, but the tenant failed to pay the increased rental amount for those months. The landlord said the current arrears were \$1,250.00.

It was evident from the testimony of the tenant that the he has been arguing with the landlord about the charges for years. The tenant complained at the hearing that the landlord incorrectly included as income, money that the tenant received as student loans while he was taking a training course.

The landlord's representative testified that the matter of whether or not the payments received by the tenant should be treated as income is governed by rental subsidy agreements and it has already been determined that the tenant's employment insurance income which was undeclared by the tenant should be included in income for the purpose of determining his rent subsidy. The landlord's representative said the tenant is trying to renew a dispute concerning his income that was long ago decided.

Analysis

The tenant did not submit any documentary evidence in reply to the landlord's claim. The tenant's dispute with respect to rental arrears is based on his assertion that employment benefits, characterized by him as student loans were improperly treated as income by the landlord. The tenant has not submitted any documents to support his position, but in any event section 2 of the Residential Tenancy Regulation provides that rental units operated by a non-profit housing society that has an operating agreement with the BC Housing Management Commission is exempt from the rent increase provisions of the *Residential Tenancy Act*, if the rent is related to the tenant's income. Pursuant to the Regulation, it is not open to me to make a determination as to the tenant's income for the purpose of deciding what rent must be paid; that is a matter outside my jurisdiction.

I accept the landlord's evidence that the tenant owes rental arrears as stated and as well, the amounts claimed for carpet cleaning and repairs. The total claim is allowed in the amount of \$1,420.00. The landlord is entitled to recover the filing fee for this application for a total award of \$1,520.00. I order that the landlord retain the security deposit and accrued interest in the amount of \$450.41 (\$435.00 security deposit plus \$15.41 accrued interest) in partial satisfaction of this award and I grant the landlord an

order under section 67 for the balance of \$1,069.59. This order may be registered in the Small Claims Court and enforced as an order of that court.

Conclusion

The landlord's application has been allowed in the amount stated.

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: November 10, 2016

Residential Tenancy Branch