



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding IMH POOL XII LP C/O METCAP LIVING
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: OPR, MNR, MNSD, FF

Introduction

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

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent - Section 67;
3. An Order to retain the security deposit - Section 38
4. An Order to recover the filing fee for this application - Section 72.

I accept the landlord's evidence that despite the tenant having been personally served with the application for dispute resolution and notice of hearing in accordance with Section 89 of the Residential Tenancy Act (the Act) the tenant did not participate in the conference call hearing. The landlord was given full opportunity to be heard, to present evidence and to make submissions.

The landlord submitted that the tenant still resides in the unit and there is previous settlement agreement of the parties with an Order of Possession ending of the tenancy February 28, 2017. As a result, the landlord is amending their application seeking unpaid rent and offsetting by the security deposit and recovery of the filing fee.

Issue(s) to be Decided

Is the landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy began in mid-2014. Rent in the amount of \$1038.26 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 \$492.50 which the landlord retains in trust. The tenant failed to pay rent in the month of January 2017 and on January 06, 2017 the landlord personally served the tenant with a notice to end tenancy for non-payment of rent. The tenant has also failed to pay rent when due in the month of

February 2017. The quantum of the landlord's monetary claim is for the sum of unpaid rent to date.

Analysis

Based on the landlord's evidence I find that the tenant was served with a notice to end tenancy for non-payment of rent and the tenant has not paid the outstanding rent; and the parties have agreed the tenancy will end February 28, 2017.

I find that the landlord has established a monetary claim for unpaid rent. The landlord is also entitled to recovery of the filing fee. The security deposit will be off-set from the award made herein.

Calculation for Monetary Order

Unpaid rent - January 2017	\$1038.26
Unpaid rent – February 2017	1038.26
Filing Fee	100.00
<i>Less Security Deposit</i>	<i>-492.50</i>
Total Monetary Award	\$1684.02

I Order that the landlord retain the security deposit of \$492.50 in partial satisfaction of the claim and I grant the landlord an **Order** under Section 67 of the Act for the balance due of **\$1684.02**. If necessary, this Order may be filed in the Small Claims Court and enforced as an Order of that Court.

Conclusion

The landlord's application in relevant part is 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: February 14, 2017

Residential Tenancy Branch

