



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CONNAUGHT MANAGEMENT LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNR, MNSD, MNDC, 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. A Monetary Order for unpaid rent - Section 67;
2. An Order to retain the security deposit - Section 38
3. An Order to recover the filing fee for this application - Section 72.

Both parties attended the hearing and were given full opportunity to present all relevant evidence and testimony in respect to the landlord's claim and to make relevant prior submission to the hearing and fully participate in the conference call hearing. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

Issue(s) to be Decided

Is the landlord entitled to the monetary amounts claimed?

Background and Evidence

The undisputed relevant evidence is as follows. The tenancy began in 2012 and ended April 30, 2016. The agreed payable monthly rent was \$769.00. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$375.00 which the landlord holds in trust. The parties agreed the tenant satisfied rent for the months of February and March 2016 solely in the sum of \$970.00, however paid no rent for April 2016, owing the landlord rent in the aggregate of \$1337.00.

The tenant testified they relinquished their security deposit of \$375.00 to the landlord effectively in full satisfaction of the landlord's claims for damages, which the landlord has portrayed as $(\$428.40 + \$54.92) - \$108.32 = \375.00 .

The parties agreed the tenant recently paid the landlord \$100.00 toward unpaid rent.

Analysis

Based on the evidence of both parties I find that the tenant has not paid all of the unpaid rent. I also find the tenant agreed to satisfy the entirety of the landlord's claims for damages by relinquishment of their security deposit of \$375.00 to the landlord.

I find that the landlord has established a monetary claim for unpaid rent. The landlord is also entitled to recovery of the filing fee.

Calculation for Monetary Order

unpaid rent	\$1337.00
<i>agreed payment to landlord</i>	<i>-100.00</i>
filing fee	100.00
total Monetary Award to landlord	\$1337.00

I Order that the landlord may retain the security deposit of \$375.00 in full satisfaction of all monetary claims for damages to the unit.

I grant the landlord an Order under Section 67 of the Act for the amount of **\$1337.00**. 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: March 27, 2017