



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, OPB, MND, MNR, MNSD

Introduction

This matter dealt with an application by the Landlord to end the tenancy, for an Order of Possession, a monetary Order for unpaid rent, damage or loss to the unit, site or property and to retain the Tenant's security deposit.

The Landlord said she served the Tenant with the Application and Notice of Hearing (the "hearing package") by personal delivery by her Agent to the Tenant on May 14, 2017. Based on the evidence of the Landlord, I find that the Tenant was served with the Landlord's hearing package as required by s. 89 of the Act and the hearing proceeded with both parties in attendance.

Issues(s) to be Decided

1. Does the Landlord have grounds to end the tenancy?
2. Are there rent arrears and if so, how much?
3. Is the Landlord entitled to compensation for unpaid rent and if so how much?
4. Are there damages or loss and is the Landlord entitled to compensations for the damage or loss?
5. Is the Landlord entitled to keep the Tenant's security deposit?

Background and Evidence

This tenancy started on March 28, 2017 as a month to month tenancy. Rent is \$1,550.00 per month payable on the 1st day of each month. The Tenant paid a security deposit of \$775.00 on March 28, 2017.

The Tenant said she moved out of the rental unit on May 15, 2017 and told the Landlord to use her security deposit of \$775.00 as the rent for the half month of May, 2017 that the Tenant lived in the unit. The Landlord's agent said the Tenant moved her remaining belongings out of the unit on May 17, 2017. The Landlord agreed that the Tenant had moved out and therefore the Landlord does not require an Order of Possession. The Landlord said she withdraws her application for an Order of Possession.



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The Landlord said that the Tenant did not pay \$1,550.00 of rent for May, 2017 when it was due and as a result, on May 2, 2017 she posted a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated May 2, 2017 on the door of the Tenant's rental unit.

The Landlord continued to say that she may make another application for damages but she understands that she did not include a claim for damages in this application.

The Tenant said there were a number of plumbing issues in the house and the Landlord's husband verbally evicted them in mid April, 2017 when he came to repair the issues. The Tenant said they told the Landlord's husband they wanted it in writing. The Landlord issued a 1 Month Notice to End Tenancy for Cause and then later retracted it. Following this the Tenant said the Landlord issued a 10 Day Notice to End Tenancy for Unpaid rent. The Tenant said they moved out on May 15, 2017 and told the Landlord to use the security deposit of \$775.00 to cover the rent. The Tenant said they did not pay the full May, 2017 rent as they only lived in the unit until May 15, 2017.

Analysis

Section 26 (1) says 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.

I find that the Tenant has not paid the overdue rent, has not applied for dispute resolution and does not have the right to with hold part or all of the unpaid rent. Consequently, I find pursuant to s. 67 of the Act that the Landlord is entitled to a Monetary Order. The Landlord is entitled to recover unpaid rent for May, 2017 in the amount of \$1,550.00.

As the Landlord has been successful in this matter, I order the Landlord pursuant to s. 67 of the Act will receive a monetary order for the balance owing as following:

	Rent arrears:	\$ 1,550.00	
	Subtotal:		\$1,550.00
Less:	Security Deposit	<u>\$ 775.00</u>	
	Subtotal:		\$ 775.00
	Balance Owing		\$ 775.00



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Conclusion

A Monetary Order in the amount of \$775.00 has been issued to the Landlord. A copy of the Order must be served on the Tenant: the Monetary Order may be enforced in the Provincial (Small Claims) Court of British Columbia.

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: May 30, 2017.

Residential Tenancy Branch