



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding June 84 Properties Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes 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. A Monetary Order for unpaid rent - Section 67;
2. An Order to retain all or part of the security deposit - Section 38; and
3. An Order to recover the filing fee for this application - Section 72.

The Landlord and Tenant were each given full opportunity under oath to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to unpaid rent and to retain the security deposit?

Is the Landlord entitled to recovery of the filing fee?

Background and Evidence

The following are agreed facts: There is no written tenancy agreement. The tenancy with two Tenants started on October 1, 2016. The Landlord originally wanted \$1,000.00 per month for rent and subsequently agreed to rent of \$900.00 payable on the first day of each month. At the outset of the tenancy the Landlord collected \$250.00 from each of the two Tenants. On August 1, 2017 the one tenant moved out of the unit and the Landlord returned the security deposit of \$250.00 to this tenant. Tenant AB remained in

the unit. Tenant AB paid \$300.00 for August 2017 rent and owes \$600.00. Tenant AB paid no rent for September 2017. The Landlord claims unpaid rent.

Analysis

Section 26 of the Act provides that a tenant must pay the rent when and as provided under the tenancy agreement whether or not the landlord complies with this Act, the regulations or the tenancy agreement. Based on the undisputed evidence of the terms of the oral tenancy agreement I find that the agreement required the payment of \$900.00 as monthly rent for the unit. Based on the agreed facts that the Tenant owes \$600.00 for August 2017 rent and did not pay any rent for September 2018 despite residing in the unit for the entire month I find that the Landlord is entitled to **\$1,500.00** in unpaid rent. As the Landlord has been successful I find that the Landlord is also entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$1,600.00**. Deducting the security deposit plus zero interest of **\$250.00** leaves **\$1,350.00** owed to the Landlord.

Conclusion

I Order the Landlord to retain the security deposit plus interest of \$250.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the remaining amount of **\$1,350.00**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

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 09, 2018

Residential Tenancy Branch