



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OPM, MNDCL - S, FFL

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/ Mutual Agreement to End Tenancy - Section 55;
2. A Monetary Order for unpaid rent – holding security deposit - Section 67;
3. An Order to recover the filing fee for this application - Section 72.

Both parties participated in the hearing with their submissions, document evidence and testimony. The tenant acknowledged receiving the landlord's application in this matter. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

Preliminary matters

At the outset of the hearing the parties mutually agreed that the tenancy has ended and the landlord has regained possession of the rental unit. The landlord agreed they do not require an Order of Possession. The hearing proceeded solely on the remaining relevant parts of the landlord's application for a monetary order for unpaid rent and the respective filing fee.

Issue(s) to be Decided

Is the landlord entitled to any of the monetary amounts claimed?

Background and Evidence

The tenancy has ended. The parties agreed that at the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$1850.00 which they retain in trust. The parties agreed they each signed a written mutual agreement to end the tenancy September 04, 2018 on or about July 05, 2018. On July 18, 2018 the

landlord served the tenant with a 10 Day notice to end tenancy for non-payment of rent. The tenant agreed they did not pay the rent for July 2018. The landlord confirmed they solely seek to retain the security deposit of \$1850.00 in full and final satisfaction of any and all unpaid rent to the end of this tenancy, with which the tenant agreed.

Analysis

Based on the undisputed evidence of both parties I find that the tenant was served with a notice to end tenancy for non-payment of rent. Despite the notice during this hearing the parties agreed that the rent for July 2018 is unpaid. I find the landlord is owed unpaid rent in the amount they seek in their application as expressed by the landlord's Monetary Order worksheet dated August 25, 2018 totalling \$1850.00. As the landlord has in part been successful in this application they are entitled to recover their filing fee. The security deposit held by the landlord will be off-set from the award made herein.

Calculation for Monetary Order

Total unpaid rent to end of tenancy	\$1850.00
Filing Fees for the cost of this application	100.00
<i>Less Security Deposit held in trust – no interest</i>	<i>-1850.00</i>
Monetary Order to landlord	\$100.00

Conclusion

I Order that the landlord retain the security deposit of \$1850.00 in partial satisfaction of the claim and I grant the landlord an Order under Section 67 of the Act for the balance due of **\$100.00**. This Order may be filed in the Small Claims Court and enforced as an Order of that Court.

This Decision is final and binding.

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: September 10, 2018

Residential Tenancy Branch