



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding HAVEN MANAGEMENT CO. LTD. DBA HAVEN  
PROPERTIES and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      **FFL MNRL-S OPC**

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- An order for possession for cause pursuant to section 47;
- A monetary order for unpaid rent pursuant to section 67;
- Authorization to retain the tenant's security deposit pursuant to section 38;
- Recovery of the filing fee for this application from the tenant pursuant to section 72.

The landlord attended the hearing, represented by property manager, AG. The landlord was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The tenants did not attend this hearing, although I left the teleconference hearing connection open until 11:10 a.m. to enable the tenants to call into this hearing scheduled for 11:00 a.m. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the landlord and I were the only ones who had called into this teleconference.

### Preliminary Issue

The landlord advised there was a previous hearing before the Residential Tenancy Branch regarding this tenancy on February 8, 2019 whereby the landlord was granted an order of possession. The file numbers for the previous hearing are listed on the cover page of this decision. The landlord no longer seeks an order of possession and I dismiss this portion of the landlord's application in accordance with Rule 6.2 of the Residential Tenancy Branch Rules of Procedure ("Rules")

Section 12(b) of the Residential Tenancy Regulations stipulate that tenancy agreements must be signed by both the landlord and the tenant. The tenancy agreement submitted as evidence by the landlord shows the tenancy agreement was only signed by the tenant, RK. As such, I find that the other named person on the tenancy agreement, OK is not a party to the agreement and is therefore not liable to compensate the landlord for any breaches of the agreement or violations of the *Act*. In accordance with Rule 4 and Rule 7.7, the landlord's application is amended to remove OK from the proceedings and the party names on this decision will reflect the amendment.

#### Issue(s) to be Decided

Is the landlord entitled to:

- A monetary order for unpaid rent;
- An authorization to retain the tenant's security deposit; and
- Recovery of the filing fee for this application from the tenant?

#### Background and Evidence

The landlord provided a copy of the tenancy agreement. This month to month tenancy began on September 15, 2018 with rent set at \$1,350.00 payable on the first day of each month. The landlord holds a security deposit in the amount of \$675.00. The tenancy agreement was signed by the landlord and the tenant, RK on August 30, 2018.

The landlord gave undisputed testimony that for the month of September 2018 the tenant paid \$1,340.00 of the \$1,350.00 rent, leaving a shortfall of \$10.00. For October, the tenant was short \$60.00 and in November of 2018, she was short \$20.00. No rent was paid for the four months of December 2019 to March 2019.

The tenant is still occupying the rental unit; the landlord will take possession of it at 1:00 p.m. on March 31, 2019 pursuant to an order of possession granted prior to this hearing.

The landlord testified he served the notice of dispute resolution proceedings upon the tenant by registered mail on January 29, 2019. The tracking number and receipts were provided as evidence and are recorded on the cover page of this decision.

#### Analysis

I find the tenant is deemed to have received the notice of dispute resolution proceeding on February 3, 2019, five days after being sent by registered mail, in accordance with sections 89 and 90 of the *Act*.

I accept the landlord's undisputed testimony that the tenant RK was required to pay rent in the amount of \$1,350.00 per month. I find that the tenant is in arrears of rent in the amount of \$5,490.00 calculated below.

Month	Rent owing
September 2018	\$10.00
October 2018	\$60.00
November 2018	\$20.00
December 2018	\$1,350.00
January 2019	\$1,350.00
February 2019	\$1,350.00
March 2019	\$1,350.00
<b>TOTAL RENT OWING</b>	<b>\$5,490.00</b>

As the landlord's application was successful, the landlord is also entitled to recovery of the \$100.00 filing fee for the cost of this application.

The landlord continues to hold the tenant's security deposit in the amount of \$675.00. In accordance with the offsetting provisions of section 72 of the Act, I order the landlord to retain the entire security deposit in partial satisfaction of the monetary claim.

### Conclusion

I find the landlord is entitled to monetary compensation pursuant to section 67 in the amount of \$5,590.00 comprising \$5,490.00 rent owed and the \$100.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit in the amount of \$675.00 in partial satisfaction of this claim. I grant the landlord a monetary order in the amount of **\$4,915.00**. This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: March 11, 2019

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Residential Tenancy Branch