



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPM, MNR, MNSD, FFL

Introduction

On August 12, 2019, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) requesting an order of possession based on a Mutual Agreement to End Tenancy. The Landlord also requested a monetary order for unpaid rent, and to keep the security deposit in partial satisfaction of the claim.

The matter was set for a conference call hearing on this date. Both parties appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

I have reviewed all oral and written evidence before me. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Preliminary and Procedural Matters

The Landlord and Tenant testified that the Tenant moved out of the rental unit on September 1, 2019.

Since the tenancy has ended the Landlord does not require an order of possession for the rental unit.

The hearing proceeded on the Landlords claim for unpaid rent of \$888.70 and to keep the security deposit of \$400.00.

Issue to be Decided

- Is the Landlord entitled to a monetary order for unpaid rent?
- Can the Landlord keep the security deposit in partial satisfaction of the claim for unpaid rent?

Background and Evidence

The Landlord and Tenant testified that the tenancy began on July 15, 2015, on a month to month basis. Both parties agree that the current rent is \$888.70 per month and that a security deposit of \$400.00 was paid to the Landlord.

The Landlord and Tenant testified that the Tenant moved out of the rental unit on September 1, 2019.

The Landlord testified that the Tenant occupied the rental unit for the month of August 2019, but did not pay the rent owing under the tenancy agreement. The Landlord is seeking to recover the amount of \$888.70 from the Tenant.

The Landlord is requesting to keep the security deposit of \$00.00 in partial satisfaction of the unpaid rent.

In reply, the Tenant provided testimony acknowledging that she occupied the rental unit for the month of August 2019. The Tenant testified that she attempted to pay the rent to the Landlord, but the Landlord would not accept it. The Tenant acknowledged that she owes the Landlord the amount of \$888.70 for August 2019 rent.

The Tenant agreed that the Landlord could keep the security deposit of \$400.00 in partial satisfaction of the unpaid rent.

Analysis

Based on the above, the testimony and evidence of the Landlord and Tenant, and on a balance of probabilities, I find as follows:

The Tenant did not pay the rent owing under the tenancy agreement for the month of August 2019. I award the Landlord the amount of \$888.70 for unpaid rent.

I authorize the Landlord to keep the security deposit of \$400.00 in partial satisfaction of the award for unpaid rent.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. I order the Tenant to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution.

After setting off the security deposit of \$400.00 towards the award of \$988.70, I find that the Tenant owes the Landlord the balance of \$588.70. I grant the Landlord a monetary order in the amount of \$588.70. The monetary order must be served on the Tenant and may be enforced in the Provincial Court.

Conclusion

The Tenant owes the Landlord \$888.70 for unpaid rent. The Landlord is authorized to keep the security deposit of \$400.00.

The Landlord is granted a monetary order in the amount of \$588.70 for unpaid rent and the cost of the filing fee.

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: October 04, 2019

Residential Tenancy Branch