



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, 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. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent - Section 67;
3. An Order to retain the security deposit - Section 38; and
4. An Order to recover the filing fee for this application - Section 72.

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

Preliminary Matters

At the onset of the Hearing, the Landlord amended the application to identify the correct dispute address. The Landlord also withdrew the claim for an Order of Possession and for January 2013 rent as the Tenants moved out of the unit on December 31, 2012.

The Landlord states that the Tenants left the unit damaged and intends to make a claim for such damages including loss of rental income. As these claims are not included in the application, the Landlord is at liberty to make such claims under a separate application.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy began on October 1, 2012 and ended on December 31, 2012. Rent of \$1050.00 was payable in advance on the first day of each month. At the outset of the tenancy, the Landlord collected a security deposit from the Tenant in the amount of \$525.00. The Parties agree that the Tenant paid \$150.00 towards December 2012 rent and that the Tenant owes \$900.00. The Tenant states that these monies were withheld from the Landlord due to the presence of mold. The Tenant states that it is her intention to pursue a claim in relation to this and other damages. The Landlord states that the second named Tenant did not sign the tenancy agreement but was an occupant in the unit.

Analysis

Based on the agreed evidence of both Parties, I find that the Landlord has substantiated an entitlement to **\$900.00** in unpaid rent. As the Landlord has been successful, I also find that the Landlord is entitled to recovery of the **\$50.00** filing fee for a total entitlement of **\$950.00**. Setting the security deposit of **\$525.00** plus zero interest off this entitlement leaves **\$425.00** owing from the Tenant to the Landlord. As the second named Tenant on the application is not a Tenant under the tenancy agreement, I make the monetary order only in relation to the first named Tenant.

The Tenant is at liberty to make an application for dispute resolution in relation to any claims the Tenant may have.

Conclusion

I order that the Landlord retain the **deposit** and interest of \$525.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the balance due of **\$425.00**. 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: January 21, 2013