



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

DECISION

Dispute Codes: OPR, MNR, MND, MNSD and FF

Introduction

These applications were brought by both the landlords and the tenants.

By application of February 27, 2009, the landlords sought an Order of Possession pursuant to a 10-day Notice to End Tenancy served in person on February 9, 2009. The landlords also sought a Monetary Order unpaid rent, damage to the rental unit, recovery of their filing fee and authorization to retain the security deposit in set off.

By application of February 13, 2009, the tenants sought to have set aside the Notice to End Tenancy of February 9, 2009.

Despite having made application and having received Notice of the Hearing, the tenants did not call in to the number provided to enable their participation in the telephone conference call hearing. Therefore, it proceeded in their absence.

At the commencement of the hearing, the landlord advised that the tenants had moved out of the rental unit in early March. Therefore, he withdrew his request for an Order of Possession. The landlord also withdrew the request for damages and proceeded with the claim for unpaid rent.

As authorized by section 64(3)(c) of the *Act*, I permitted the landlord to amend his application to request authorization to retain the security deposit in set off against the balance.

Issues to be Decided

The landlords' application requires a decision on whether the landlord is entitled to a Monetary Order for the unpaid rent and filing fee for this proceeding, and authorization to retain the security deposit in set off..

Background, Evidence and Analysis

This tenancy began September 18, 2007. Rent was \$975 until December 2008 and rose to \$999 effective January and was due on the 18th of each month. The landlords hold a security deposit of \$487.50 paid on September 18, 2007.

During the hearing, the landlord gave evidence that the Notice to End Tenancy was served when the tenant's had not paid the rent for December or January. In the interim, they have not paid the rent for February which would have covered the period to March 18, 2009.

The landlord stated that new tenants had moved in on March 24, 2009.

Consequently, the landlords seek, and I find they are entitled to a Monetary Order for rent for December, January and February, recovery of the filing fee for this proceeding and authorization to retain the security deposit in set off as follows:

December rent	\$ 975.00
January rent	999.00
February rent	999.00
Filing fee	<u>50.00</u>
Sub total	\$3,023.00
Less retained security deposit	- 487.50
Less interest (Sept. 18/07 to date)	- <u>9.44</u>
TOTAL	\$2,526.06

Conclusion

Thus, the landlords' copy of this decision is accompanied by a Monetary Order for \$2,526.06, enforceable through the Provincial Court of British Columbia, for service on the tenants.

April 15, 2009

Dispute Resolution Officer