



# Dispute Resolution Services

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

## **DECISION**

**Dispute Codes:** MNDC and FF

### **Introduction**

This application was brought by the tenants seeking a Monetary Order \$1,586 for loss or damages under the legislation or rental agreement on the grounds that the landlord breached the rental agreement by failing to provide possession of the rental unit as agreed.

As a matter of note, the tenants named two individuals on the application for dispute resolution. I note that the landlord named on the rental agreement is a numbered company which would be the appropriate respondent. Therefore, as authorized under section 64(3)(c) of the *Act*, I have amended the style of cause accordingly.

### **.Issue(s) to be Decided**

This matter requires a decision on whether the landlord has breached the rental agreement and if so, whether the tenants are entitled to a Monetary Order for damages and in what amount.

## **Background and Evidence**

The tenants and the landlord signed a rental agreement on May 31, 2009 for a six-month fixed term agreement to begin July 1, 2009. Under the agreement, rent was to be \$745 per month and the tenants were to pay a security deposit of \$372.50.

The tenant stated that the landlord's agents had accepted \$300 in payment of the security deposit on May 31, 2009. However, the landlord stated that the applicants were expected to pay the balance by the following day.

The rental agreement signed by the parties clearly states that a security deposit of \$372.50 was due on June 1, 2009.

The landlord stated that he had waited 10 days for the tenants to pay the balance of the required security deposit, and when they did not do so, he returned their partial payment of \$300 in person. He stated that he advised the tenants that the rental unit would again be offered again for rent on June 13, 2009 and that they were welcome to make a further application at that time. He said the tenants did not attend and the unit was rented to other parties.

## **Analysis**

Given the disagreement between the parties as to whether the partial payment of the security deposit had been accepted, I rely on the written agreement and its requirement that a full security deposit of \$372.50 was required to finalize the agreement.

I find that, in failing to pay the balance of \$72.50 by June 1, 2009, the tenants breached the agreement by not paying the full consideration required to fix the contract, and that the landlord acted within his rights in repudiating it.

Having allowed the additional 10 days, and having returned the tenants' partial payment, and having invited the tenants to apply again, the landlord appears to have acted fairly and reasonably under the circumstances.

### **Conclusion**

The landlord did not fulfill the agreement because of the tenants' breach. Therefore, the application is dismissed without leave to reapply.

As a matter of note, the tenant hung up before the hearing's completion after uttering profanities.