

DECISION

Dispute Codes

MNR, MNSD

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlords for a Monetary Order to recover unpaid rent and an Order to keep all or part of the security deposit.

Service of the hearing documents was done in accordance with section 89 of the *Act*, and was sent to the tenant by registered mail on February 04, 2010.

Both parties appeared, gave affirmed testimony, were provided the opportunity to present their evidence orally, in written form, documentary form, to cross-examine the other party, and make submissions to me. On the basis of the solemnly affirmed evidence presented at the hearing I have determined:

Issues(s) to be Decided

Are the landlords entitled to a Monetary Order for unpaid rent?

Are the landlords entitled to keep the security deposit?

Background and Evidence

This month to month tenancy started on September 01, 2009 and ended on January 30, 2010. The tenant paid a monthly rent of \$500.00 which was due on the first of each month. The tenant paid a security deposit of \$250.00 on August 28, 2009. The tenant provided her forwarding address in writing on January 30, 2010 and the landlords filed their application to keep the security deposit on February 02, 2010.

The landlords testifies that the tenant did not give the required notice to end the tenancy; however, the landlord attending confirms that they re-rented the unit to new tenants on February 15, 2010 and no longer wish to pursue a Monetary Order to recover unpaid rent for the

last half of February, 2010. The landlord states they only seek to keep the security deposit of \$250.00 to compensate them for the loss of rental income from February 01, to February 15, 2010.

The tenant states she does not dispute this matter and agrees the landlords may keep the security deposit.

Analysis

In light of the tenants' agreement that the landlords may keep the security deposit to compensate them for the loss of rental income, I Order the landlord to keep the tenants security deposit of \$250.00.

Conclusion

I HEREBY FIND in favor of the landlord's application to keep the security deposit of \$250.00 and the landlords have withdrawn the remainder of their application.

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: May 07, 2010.

Dispute Resolution Officer