



# Dispute Resolution Services

Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      CNC, CNR, OLC, LRE, LAT, OPR, OPC, MND, MNR, MNSD, FF

### Introduction

This hearing dealt with an application by the tenants for an order setting aside notices to end this tenancy and orders that the landlord comply with the act, suspending the landlord's right to enter the unit and authorizing the tenants to change the locks. The landlord filed a cross-application for an order of possession and a monetary order.

At the hearing the parties agreed that the tenants had vacated the rental unit at the end of June. As the tenancy has ended I consider the tenants' application to have been withdrawn. I also consider the landlord's claim for an order of possession to have been withdrawn.

### Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

### Background and Evidence

The parties agreed that the tenants paid a \$750.00 security deposit and were obligated to pay \$1,350.00 per month in rent. The parties further agreed that the tenants paid just \$675.00 of their rent in the month of June. The tenant testified that he agreed that the landlord could retain the security deposit in full to cover the other half of June's rent.

The landlord seeks a monetary order for the rent owing for June as well as compensation for damage to the unit.

Analysis

I find that the tenants failed to pay \$675.00 of their rent for the month of June. The tenants did not give the landlord written permission to retain their security deposit and therefore the landlord was obligated to make an application for dispute resolution for an order permitting him to keep it. I accept the testimony of the tenants that they agreed that the landlord was entitled to retain the security deposit. Accordingly I order the landlord to retain the deposit in full satisfaction his claim for unpaid rent and recovery of the filing fee paid to bring his application.

The landlord's claim for damages is dismissed with leave to reapply as he has not yet determined the actual cost of repairs.

Conclusion

The landlord is ordered to retain the security deposit in full satisfaction of his claim for unpaid rent and the filing fee. The landlord's claim for damages is dismissed with leave to reapply.

Dated: July 05, 2010

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Dispute Resolution Officer