



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      OPR, MNR, MNDC, MNSD, MT, CNR, OLC, LRE, FF

### Introduction

This hearing was scheduled for 11:00 a.m. on this date to deal with cross applications. The landlord applied for an Order of Possession for unpaid rent; a Monetary for unpaid rent, damage or loss under the Act, regulations or tenancy agreement; authority to retain the security deposit and recovery of the filing fee. The tenants had applied to dispute a Notice to End Tenancy for unpaid rent and more time to make such an application; compensation for damage or loss under the Act, regulations or tenancy agreement; Orders for the landlord to comply with the Act, regulations or tenancy agreement; and Orders to suspend or set conditions on the landlord's right to enter the unit.

The landlord appeared at the hearing and confirmed receiving the tenants' Application for Dispute Resolution. The tenants did not appear at the hearing despite leaving the teleconference call open until 11:15 a.m. The tenants' application was dismissed without leave to reapply.

The landlord testified that she personally served one of the tenants with the landlord's amended Application for Dispute Resolution on August 14, 2010 in the presence of a police officer. I was satisfied that one of the tenants was sufficiently served with the landlord's application.

At the commencement of the hearing the landlord stated the tenants vacated the rental unit August 17, 2010 and an Order of Possession is no longer required. Accordingly, the remainder of this hearing dealt with the landlord's monetary claims. Since only one tenant was served with the landlord's application, I amended it to name only the tenant served.

#### Issues(s) to be Decided

1. Is the landlord entitled to compensation for unpaid rent?
2. Is the landlord entitled to damage or loss under the Act, regulations or tenancy agreement?
3. Is the landlord authorized to retain the tenants' security deposit?

#### Background and Evidence

The landlord provided the following undisputed testimony. The tenancy commenced July 15, 2010 and the tenants had paid a \$637.50 security deposit. The tenants were required to pay rent of \$1,275.00 on the 1<sup>st</sup> day of every month. The tenants did not pay any rent for August 2010. The landlord personally served a 10 Day Notice to End Tenancy for Unpaid Rent upon one of the tenants on August 2, 2010 indicating the tenants failed to pay rent of \$1,275.00 on the 1<sup>st</sup>. The tenants vacated August 17, 2010 and did not pay the outstanding rent.

During the hearing the landlord stated she did not intend to pursue a Monetary Order for the amount of unpaid rent in excess of the security deposit and requested the authority to retain the security deposit in satisfaction of the claims against the tenants.

Provided as documentary evidence for this hearing was a copy of the 10 Day Notice.

Analysis

Under the Act, a tenant must pay rent when due in accordance with the terms of the tenancy agreement. Based upon the evidence before me, I am satisfied the tenants were required to pay rent of \$1,275.00 for the month of August 2010 and failed to do so. Thus, the landlord is entitled to an award for this amount. In recognition of the landlord's request I authorize the landlord to retain the tenants' security deposit in satisfaction of the landlord's claims for unpaid rent.

Conclusion

The landlord has been authorized to retain the tenants' security deposit in satisfaction of unpaid rent for the month of August 2010.

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: September 28, 2010.

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Dispute Resolution Officer