



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, FF

Introduction

This hearing dealt with the landlord's request for an Order of Possession for unpaid rent and a Monetary Order for unpaid rent and authorization to retain the security deposit. The tenants did not appear at the hearing. The landlord testified that he personally served the hearing documents upon two of the respondents named in the application, to which I refer to by their initials JB and NG, on June 17, 2011.

The landlord testified that the tenants have vacated the rental unit as of June 30, 2011 thus only the monetary component of this application is to be heard and decided upon.

I noted there was no written tenancy agreement or Notice to End Tenancy before me and I asked the landlord to provide me with a copy of the tenancy agreement. Upon receipt of the tenancy agreement I find that NG is a signatory to the original tenancy agreement signed in November 2009 and JB signed a document indicating the lease was "renewed" November 1, 2010. I accept that both NG and JB were tenants and I accept that they were served with the landlord's application and notice of this hearing.

Since section 89(1) of the Act requires that each respondent is to be served with an application pertaining to a monetary claim I have amended this application to name only the two tenants served with the hearing documents. It is upon the co-tenants to apportion any debt arising from this tenancy amongst themselves.

Issue(s) to be Decided

1. Is the landlord entitled to a Monetary Order for unpaid rent?
2. Is the landlord authorized to retain any or all of the security deposit?

Background and Evidence

The tenancy agreement provides that the tenants were required to pay rent of \$1,700.00 on the 31st day of every month; however, the landlord testified that rent was expected on the 1st day of every month. The landlord collected an \$850.00 security

deposit at the beginning of the tenancy. The tenants failed to pay rent of \$460.00 for the month of June 2011 and a 10 Day Notice to End Tenancy for Unpaid Rent was personally served to NG on June 9, 2011. The tenants did not pay the outstanding rent or dispute the Notice.

In making this application the landlord sought a Monetary Order in the amount of the unpaid rent of \$460.00.

Analysis

Based upon the undisputed evidence before me, I accept that the tenants failed to pay \$460.00 of the rent owed for June 2011 and I award that amount to the landlord. I also award the landlord the filing fee paid for this application for a total award of \$510.00.

The landlord is authorized to retain \$510.00 of the security deposit in satisfaction of the above awards. The remainder of the security deposit remains in trust for the tenants, to be administered in accordance with the requirements of section 38 of the Act.

Conclusion

The landlord has been authorized to retain \$510.00 of the tenants' security deposit in satisfaction of the unpaid rent for June 2011 and the filing fee paid for this application. The balance of the security deposit remains in trust for the tenants, to be administered in accordance with the requirements of the Act.

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: August 03, 2011.

Residential Tenancy Branch