



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNR, MNSD

### Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for unpaid rent - Section 67;
2. A Monetary Order for damage to the unit – Section 67; and
3. An Order to retain the security deposit - Section 38.

I accept the Landlord’s evidence that the Tenant was personally served with the application for dispute resolution and notice of hearing in accordance with Section 89 of the Act. The Tenant did not participate in the conference call hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

### Background and Evidence

The tenancy began on September 15, 2010 and ended on May 31, 2011. At the outset of the tenancy, the Landlord collected a security deposit from the Tenant in the amount of \$875.00. A move-in and move-out inspection was conducted with the Parties. On the move-out report, the Tenants signed their agreement to damages and costs noted on the report including rental arrears. The Tenants signed a note, dated May 29, 2011, agreeing to the Landlord applying the security deposit against monies owing to the Landlord for unpaid rent in the amount of \$2,500.00 and damages to the unit in the amount of \$978.52. The Tenants made payments toward the amount owing until

September 3, 2011 and no further payments have been made to date. The Landlord claims the outstanding amount of \$1,803.52.

### Analysis

Section 38 of the Act provides that a landlord may retain an amount from a security deposit if at the end of a tenancy the tenant agrees in writing that the landlord may retain the amount to pay a liability or obligation of the tenant. Based on the undisputed evidence of the Landlord, I find that the Tenants agreed to a liability in the amount of **\$2,500.00** for unpaid rent and **\$978.52** for damages to the unit. Further based on the undisputed evidence of the Landlord, I find that the Tenants agreed that the Landlord may retain the security deposit of **\$875.00** toward the Tenants' liability for damages and rental arrears. Given the undisputed evidence of the Landlord that the amount outstanding from these liabilities after deduction of the security deposit plus interest and subsequent payments in the amount of **\$800.00**, I find that the Landlord is entitled to the remaining monetary amount of **\$1,803.52**.

### Conclusion

**I order** that the Landlord retain the **deposit** and interest of \$875.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the balance due of **\$1,803.52**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

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: January 04, 2012.

---

Residential Tenancy Branch