



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR

Introduction

A substantial amount of documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issue(s) to be Decided

This is a request for an Order of Possession based on a Notice to End Tenancy for non-payment of rent, and a request for a monetary order for \$2600.00.

Background and Evidence

The applicant testified that:

- The tenants have moved out of the rental unit and therefore he no longer needs an Order of Possession.
- The tenants however still owe \$2600.00 in back rent.

The applicant is therefore requesting an order for the \$2600.00 and an order to keep the full security deposit of \$650.00 towards the claim.

The tenants testified that:

- They do owe \$2600.00 in back rent, however they withheld the rent because they did some work in the rental unit and believe the landlord should be paying them for the work they did.
- They have since applied for dispute resolution to get a monetary order against the landlord and have a hearing coming up in April 2011.

Analysis

It is my finding that the tenants withheld the rent without the authority to do so.

The tenants believe that the landlord should be paying them for work done at the rental unit; however they do not have the right to unilaterally withhold the rent.

If the tenants believe that the landlord owes them money for work done at the rental unit they must first apply for dispute resolution to get an order from a Dispute Resolution Officer before deducting any money from the rent.

Therefore since there was no order in place allowing the tenants to deduct money from the rent the tenants are still required to pay the full rent.

I therefore allow the landlords full claim of \$2600.00.

Conclusion

I have allowed the landlords full claim of \$2600.00, however since the tenants stated they want their security deposit deducted from that amount, and since the landlord stated he wants to hold the security deposit towards that amount, I have ordered that the landlord may retain the full security deposit of \$650.00 towards the claim and have issued a monetary order for the difference in the amount of \$1950.00.

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: March 12, 2012.

Residential Tenancy Branch