



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

This hearing was convened by way of conference call in repose to the landlords application for an Order of Possession for unpaid rent and utilities; for a Monetary Order for unpaid rent or utilities; for an Order permitting the landlords to keep all or part of the tenants security deposit; and to recover the filing fee from the tenant for the cost of this application.

Service of the hearing documents, by the landlord to the tenant, was done in accordance with section 89 of the *Act*, sent via registered mail on July 20, 2012. Mail receipt numbers were provided in the landlord's documentary evidence. The tenant was deemed to be served the hearing documents on the fifth day after they were mailed as per section 90(a) of the *Act*.

The landlords appeared, gave sworn testimony, were provided the opportunity to present evidence orally, in writing, and in documentary form. There was no appearance for the tenant, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. All of the testimony and documentary evidence was carefully considered.

At the outset of the hearing the landlords advised that the tenant is no longer residing in the rental unit, and therefore, the landlords withdraw the application for an Order of Possession. The landlords also withdraw their application for a Monetary Order to

recover unpaid rent and utilities and to recover the filing fee as the tenant has not provided a forwarding address.

Issue(s) to be Decided

Are the landlords entitled to keep all or part of the security deposit?

Background and Evidence

The landlords testify that this fixed term tenancy started on March 01, 2012 for one year and ended on either July 27 or July 28, 2012. Rent for this unit was \$900.00 per month plus $\frac{1}{4}$ of the utilities. The tenant paid a security deposit of \$450.00 on February 04, 2012.

The landlords testify that the tenant failed to pay all the rent for July, 2012 of \$500.00 and failed to pay her share of the utilities for May and June, 2012. The landlords served the tenant with a 10 day Notice to End Tenancy on July 04, 2012 and the tenant moved from the rental unit on either July 27 or July 28, 2012.

The landlords testify that the tenant has not provided a forwarding address and no members of the tenants family know where the tenant has gone. The landlords have decided not to pursue the tenant for any monetary claim as they have been unable to find the tenant and would not be able to serve the tenant with any Monetary Orders. The landlord seek an Order to be able to keep the security deposit in partial satisfaction of the unpaid rent

Analysis

I have considered the evidence before me, including the sworn testimony of the landlords.

Section 26 of the Act states: *A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.*

I am satisfied that the tenant owes an outstanding balance of rent for July of \$500.00 ; as the landlords have reduced their claim to recover the rent to just keeping the security deposit it is my decision that the landlords are entitled to keep the security deposit of \$450.00 pursuant to s. 38(4)(b) of the *Residential Tenancy Act*.

Conclusion

I Order the landlords to keep the security deposit of **\$450.00** in satisfaction of their claim.

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 10, 2012.

Residential Tenancy Branch