



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR and MNSD

Introduction

This application was brought by the landlords on July 12, 2012 seeking authorization to retain the tenant's security deposit in set off against a portion of unpaid rent while waiving claim on the remaining balance.

Issue(s) to be Decided

This matter requires a decision on whether the landlords are entitled to retain the security deposit in set off against a portion of unpaid rent.

Background and Evidence

This tenancy began on September 1, 2011 under a one-year fixed term rental agreement set to end on September 1, 2012. Rent was \$2,000 per month and the landlords hold a security deposit of \$1,000 paid at the beginning for the tenancy.

Documentary evidence submitted by the landlords included a copy of a receipt dated June 4, 2012 acknowledging payment of \$700 from the tenant, \$100 of which was for a May 2012 rent shortfall and that balance of which was for \$600 of the \$2,000 rent owed for June 2012.

The landlord also submitted a copy of a 10-day Notice to End Tenancy dated June 4, 2012 for unpaid rent, citing the \$1,400 shortfall in the June rent and setting an end of tenancy date of June 15, 2012.

The tenant submitted several pages of exchanges of text messages with the landlord and noted that the landlord had said in one that, if the tenant were to vacate by June 15, 2012, she would return the \$600 the tenant had paid toward the June rent which, I note, would have given the landlords an opportunity to find a new tenant for July 2012.

However, the tenant did not vacate until the last week of June, contributing to the landlords' loss of rent for July 2012. I can find nothing in the exchange of text messages in which the landlord has promised any consideration other than the return of the \$600 if the tenant vacated by the middle of June 2012.

Analysis

Section 26 of the Act provides that tenants must pay rent when it is due. Section 46 of the Act provides that a landlord may issue a Notice to End Tenancy on a day after the rent is due if it has not been paid.

I find that the tenant owes \$1,400 to the landlords for the balance of the June rent.

If the director's delegate finds that a tenant owes a sum of money to a landlord, section 72 of the Act authorizes the delegate to order that the landlord retain the security deposit and deduct it from the amount owed.

As I find that the rent shortfall for June 2012 and recovery of the filing fee for this proceeding, a total of \$1,450, exceeds the \$1,000 security deposit, I hereby authorize and order that that landlords may retain the security deposit as full satisfaction of the amount owed to them as requested.

Conclusion

The landlords are authorized to retain the tenant's \$1,000 security deposit in full satisfaction of the larger amount of unpaid rent owed to them as requested.

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, 2012.

Residential Tenancy Branch