



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNDC, MNSD and FF

Introduction

This application was brought by the landlord seeking a monetary award for unpaid rent, recovery of the filing fee for this proceeding and authorization to retain the security deposit in set off against the balance owed.

Despite having been served with the Notice of Hearing sent by registered mail on August 15, 2012, the tenants did not call in to the number provided to enable their participation in telephone conference call hearing. Therefore, it proceeded in their absence.

Issue(s) to be Decided

Is the landlord entitled to a monetary award as requested and authorization to retain the security deposit in set off against the balance claimed?

Background and Evidence

This tenancy began on August 15, 2011 under a one-year fixed term rental agreement set to end of August 15, 2012. Rent was \$1,400 per month and the landlord holds a security deposit of \$700 paid at the beginning of the tenancy.

During the hearing, the landlord gave evidence that the tenants had fallen behind in their rent by \$3,200 by May 15, 2012 leading to him serving them with a 10-day Notice to End Tenancy for unpaid rent on May 21, 2012.

The landlord stated that, after receiving the notice, the tenants paid \$1,000 toward the arrears, but \$2,200 remained outstanding.

The tenants vacated in mid-June 2012, but left some belongings on the rental property until the end of the month.

The landlord seeks a monetary award for the \$2,200, recovery of his filing fee and authorization to retain the security deposit in set off.

Analysis

Section 67 of the Act authorizes the director's delegate to determine an amount owed by one party of a rental agreement to the other, and to order payment of the debt.

In the absence of any evidence to the contrary, I find that the tenants owe to the landlord \$2,200 as claimed. I further find that the landlord is entitled recover the filing fee for this proceeding and to retain the security deposit in set off against the amount owed. Thus, I find that the tenants owe to the landlord an amount calculated as follows:

Accrued rent shortfall to May 15, 2012	\$3,200.00
Sub total	\$3,250.00
Less payment made after service of notice	- 1,000.00
Less retained security deposit (No interest due)	- 700.00
TOTAL remaining owed by tenants to landlord	\$1,550.00

Conclusion

In addition to authorization to retain the security deposit in set off, the landlord's copy of this decision is also accompanied by a Monetary Order for **\$1,550.00**, enforceable through the Provincial Court of British Columbia, for service on the tenants.

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: October 25, 2012.

Residential Tenancy Branch