



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD and FF

Introduction

This application was brought by the landlord on November 15, 2012 seeking an Order of Possession pursuant to a 10-day Notice to End Tenancy for unpaid rent served in person on November 5, 2012. The landlord also sought a Monetary Order for unpaid rent, recovery of the filing fee for this proceeding and authorization to retain the tenants' security and pet damage deposits in set off against the balance owed.

Despite having been served with the Notice of Hearing sent by registered mail on November 21, 2012, the tenants did not call in to the number provided to enable their participation in the telephone conference call hearing. Therefore, it proceeded in their absence.

At the commencement of the hearing, the landlord advised that the tenants had vacated the rental unit and removed all of their property some time after November 28, 2012 when she had last seen the male tenant. Therefore, she stated she no longer required the Order of Possession.

Issue(s) to be Decided

This application now requires a decision on whether the landlord is entitled to a monetary award as requested.

Background and Evidence

This tenancy began on August 1, 2012. Rent is \$770 per month and the landlord holds security and pet damage deposits of \$385 each, totalling \$770.

The landlord gave evidence that she had served the Notice to End Tenancy of November 5, 2012 in person when the tenants had failed to pay the rent due on November 1, 2012. She stated that the rent remained unpaid at the time of the hearing.

As the landlord had applied for authorization to retain the security and pet damage deposits in set off against the unpaid rent, and as the deposits equalled the rent owed, she stated that she would waive her request to recover the filing fee from the tenants if permitted to retain the deposits against the rent owed.

Analysis

I find that the tenants owe the landlord \$770 for the rent for November 2012.

Section 72 of the *Act* provides that:

2) If the director orders a party to a dispute resolution proceeding to pay any amount to the other, including an amount under subsection (1), the amount may be deducted

(b) in the case of payment from a tenant to a landlord, from any security deposit or pet damage deposit due to the tenant.

Accordingly, I hereby order that the landlord is authorized to retain the security and pet damage deposits totaling \$770 in satisfaction of the November 2012 rent.

Conclusion

The landlord is authorized to retain the security and pet damage deposits.

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: December 19, 2012.

Residential Tenancy Branch