



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      FF, MNR, MNSD

### Introduction

Absence

Some documentary evidence and written arguments has been submitted prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the applicant the opportunity to testify at the hearing.

The applicant(s) testified that the respondent were served with notice of the hearing by registered mail it was mailed November 16, 2012; however the respondent did not join the conference call that was set up for the hearing.

All testimony was taken under affirmation.

### Issue(s) to be Decided

This is a request for a monetary order in the amount of \$275.00, a request for recovery of the \$50.00 filing fee, and a request to retain a portion of the security deposit to satisfy the claim.

### Background and Evidence

The applicant testified that:

- This tenancy began on July 1, 2011 with a monthly rent of \$900.00 and the tenant paid a security deposit of \$450.00.
- In exchange for signing a 12 month lease, the tenant was given a \$75.00 per month concession on the rent for the term of that 12 month lease.
- At the end of the 12 month lease the tenant refused to sign a second 12 month lease, and therefore no longer qualified for the \$75.00 per month concession.

- The tenant failed to pay the full \$900.00 monthly rent for the last few months of the tenancy, and at the end of the tenancy there was a total of \$275.00 in rent outstanding.
- This tenancy ended on October 31, 2012.
- They are therefore requesting an order to keep \$275.00 of the security deposit towards the claim, plus another \$50.00 to cover the filing fee.

### Analysis

It is my finding that the landlords have shown that there was a total of \$275.00 in outstanding rent at the end of the tenancy and therefore I allow the landlords full claim.

The tenant signed an agreement to pay \$900.00 per month, and failed to do so.

### Conclusion

I have allowed the landlords full claim of \$325.00 and I therefore order that the landlords may retain \$325.00 of the tenant's security deposit to satisfy this claim. The remaining \$125.00 of the security deposit must be returned to the tenant.

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: February 13, 2013

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Residential Tenancy Branch

