



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, MND, MNSD and FF

### Introduction

This hearing was convened on an application by the landlord made on March 1, 2013 seeking a monetary award for unpaid rent and recovery of the filing fee for this proceeding. The application was amended on May 3, 2013 to add a request for authorization to retain the tenant's security deposit in set off against damage to the rental unit.

As a matter of note, the tenants have now separated and, while the male tenant attended the hearing, the female tenant did not despite having been served with the Notice of Hearing, the amendment and evidence.

The male tenant stated that he had left the tenancy a year earlier, that the female tenant had forged his signature on the rental agreement and that he felt he was not responsible for indebted incurred following his departure.

However, he did live in the rental unit for a year and there is no written record of the male tenant attempting be removed from the tenancy. In addition, residential tenancy jurisdiction is limited to disputes between landlords and tenants and does not extend to tenant to tenant disputes.

Therefore, for the purpose of the present hearing, the male tenant remains burdened of the responsibilities of the co-tenancy, and disputes between the co-tenants would fall to a court of competent jurisdiction.

Issue(s) to be Decided

Is the landlord entitled to a monetary award for unpaid rent and authorization to retain the security deposit in set off against damage to the rental unit?

Background and Evidence

This tenancy began on or about April 18, 2012 and ended on or about March 17, 2012 pursuant to an Order of Possession issued on February 20, 2013 on a direct request proceeding for unpaid rent. The landlord was also issued with a \$750 Monetary Order for a rent shortfall for January 2013.

Rent was \$1,250 per month and the landlord holds a security deposit of \$625 paid at the beginning of the tenancy.

During the hearing, the landlord stated that the present rent claim is for \$2,200 which is the rent for February and March 2013 based on \$1,250 per month of unpaid rent less payments totalling \$300 made by the female tenant on February 24 and 28, 2013.

The landlord also submitted into evidence electronic copies of photographs showing the condition of the rental unit at the end of the tenancy, along with a copy of an invoice dated March 24, 2013 for \$740 for refuse removal only. The landlord stated and photographic evidence clearly substantiated that the cost of remediating the rental unit vastly exceeded the value of the security deposit which is all the landlord has requested against damage. The male tenant acknowledged that he had paid the deposit and concurred that the landlord should retain it against the damage.

Analysis

I accept the evidence of the landlord that the tenants owe rent for February and March 2013, less the \$300 payments. Therefore, I find the landlord is entitled to a monetary award of \$2,200 for rent owed.

I further find that the landlord is entitled to retain the security deposit of \$625 in set off against the damage portion of his claim.

As the application has succeeded on its merits, I find that the landlord is entitled to recover the \$50 filing fee for this proceeding from the tenants.

Conclusion

In addition to authorization to retain the tenants' security deposit in set off against damage to the rental unit, the landlord's copy of this decision is accompanied by a Monetary Order, enforceable through the Provincial Court of British Columbia for \$2,250 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: May 23, 2013

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Residential Tenancy Branch

