



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPB, MNR, MNSD, FF

Introduction

This hearing was scheduled to hear a landlord's application for an Order of Possession based upon a mutual agreement to end tenancy; monetary compensation for unpaid rent; and, authorization to retain the security deposit. The tenant did not appear at the hearing. The landlords testified that they personally served the hearing documents to the tenant on November 8, 2014 when he delivered \$210.00 to them. Based upon the undisputed testimony of the landlords I was satisfied the tenant was served with notification of this proceeding and I continued to hear from the landlord.

At the outset of the hearing the landlords confirmed that the tenant vacated the rental unit on November 30, 2014.

The landlords also indicated that they wished to withdraw their monetary claims against the tenant in excess of the security deposit. Therefore, I have considered whether the landlords are entitled to retain the security deposit.

Issue(s) to be Decided

Are the landlords authorized to retain the tenant's security deposit?

Background and Evidence

The landlords testified that the tenancy commenced August 1, 2014 and the tenant paid a security deposit of \$262.50. The monthly rent was \$525.00. The parties signed a Mutual Agreement to End a Tenancy on October 17, 2014 with an effective date of November 30, 2014.

When the landlords filed this Application for Dispute Resolution the tenant had not paid any rent for November 2014. The landlords testified that on November 8, 2014 the tenant paid them \$210.00.

The landlords submitted that they seek to retain the security deposit in satisfaction of the remainder of rent owed for November 2014 and any other entitlement to compensation they may have against the tenant.

Analysis

Under the Act, a tenant is required to pay rent in accordance with their tenancy agreement, whether that agreement was made orally or in writing. I accept the undisputed submissions of the landlords that the tenancy ended November 30, 2014; that the monthly rent was \$525.00; and, that the tenant only paid \$210.00 toward the rent owed for November 2014.

Based upon the above, I am satisfied the tenant owes the landlords at least the amount of the security deposit which they seek to retain. Therefore, I grant the landlords request to retain the security deposit.

Conclusion

The landlords have been authorized to retain the tenant's security deposit.

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 09, 2014

Residential Tenancy Branch

