



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, FF

Introduction

This hearing dealt with the landlords' Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by both landlords.

The landlords provided documentary evidence to confirm each tenant was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by registered mail on July 8, 2015 in accordance with Section 89. Section 90 of the *Act* deems documents served in such a manner to be received on the 5th day after they have been mailed.

Based on the landlords' documentary evidence, I find that each tenant has been sufficiently served with the documents pursuant to the *Act*.

At the outset of the hearing the landlords submitted that they did not seek to recover the filing fee for this Application for Dispute Resolution. I accept and amend the landlords' Application to exclude the recovery of the filing fee.

Issue(s) to be Decided

The issues to be decided are whether the landlords are entitled to a monetary order for unpaid rent and for all or part of the security and pet damage deposits, pursuant to Sections 38, 67, and 72 of the *Act*.

Background and Evidence

The landlords have submitted into evidence a copy of a tenancy agreement signed by the parties on July 17, 2013 for a 2 year and 1 day fixed term tenancy beginning on July 1, 2013 for a monthly rent of \$1,800.00 due on the 1st of each month with a security deposit of \$900.00 and a pet damage deposit of \$900.00 paid.

The landlords submit the tenants vacated the rental unit on June 30, 2015 but did not pay rent for the month of June 2015.

Analysis

Section 26 of the *Act* states that a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this *Act*, the regulations or the tenancy agreement, unless the tenant has the right under this *Act* to deduct all or a portion of the rent.

As there is no evidence before me that the tenants had any authority under the *Act* to withhold any portion of their rent and based on the landlords' undisputed testimony I find the tenants have failed to pay the landlord rent as owed pursuant to the tenancy agreement.

Conclusion

I find the landlords are entitled to monetary compensation pursuant to Section 67 in the amount of **\$1,800.00** comprised of rent owed.

I order the landlords may deduct the security deposit and pet damage deposit held in the amount of \$1,800.00 in satisfaction of this claim.

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 16, 2015

Residential Tenancy Branch

