



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNR, MNSD

Introduction

This is an application brought by the Landlord(s) requesting a monetary order in the amount of \$750.00, requesting recovery of their \$100.00 filing fee, and requesting an order to keep the full security deposit of \$850.00 towards this claim.

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

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All parties were affirmed.

Issue(s) to be Decided

The issue is whether or not the applicants have established monetary claim against the respondents, and if so in what amount.

Background and Evidence

The parties agree that this tenancy began on December 15, 2015 and that the tenants vacated the rental unit by May 2, 2016, the date of the moveout inspection.

The parties also agree that the tenant paid a combined security/pet deposit of \$850.00 at the beginning of the tenancy.

The landlord testified that they purchase this rental unit and took possession in early April of 2016, however the tenant failed to pay any rent for the month of April 2016 and therefore the tenant was served with a 10 day Notice to End Tenancy.

The landlords further testified that the tenant subsequently vacated the rental unit and a moveout inspection was done on May 2, 2016; however the tenant never paid the April 2016 rent.

The landlord is therefore requesting an order for the outstanding \$750.00 April 2016 rent, and recovery of their \$100.00 filing fee for a total of \$850.00.

The tenant testified that she had attempted to pay her rent to her previous landlord; however the previous landlord would not return her calls to accept any rent, however it was her understanding that the April 2016 rent had been covered in the sales agreement.

The tenant further testified that she has not paid any April 2016 rent; however she had been willing to pay the rent prior to receiving the 10 day Notice to End Tenancy.

The tenant further stated that she believed that the landlords would simply hold her security/pet deposit to cover the April 2016 rent, and therefore she does not understand why they applied for dispute resolution.

The tenant further stated that the rental unit was left in clean condition with no damage and therefore it was her understanding that the damage deposit should have been returned anyway.

Analysis

Both the landlords and the tenant agree that April 2016 rent has never been paid and therefore it is my finding that the tenant does owe the full rent of \$750.00 for April 2016.

Further, although the tenant believes the landlords should have just kept her security/pet deposit for that outstanding rent, the Residential Tenancy Act does not allow them to do so, and therefore they were required to apply for dispute resolution to get an order to retain that rent.

It is my decision therefore that I will allow the landlords claim for the outstanding rent of \$750.00, and I also allow the landlords request for recovery of their \$100.00 filing fee.

Conclusion

Pursuant to sections 67 and 72 of the Residential Tenancy Act I have allowed the landlords full claim of \$850.00, and I therefore order that the landlords may retain the full security/pet deposit of \$850.00 in satisfaction of this award.

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: November 07, 2016

Residential Tenancy Branch