



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC, CNR, LRE, LAT

### Introduction

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another.

As the male landlord confirmed that the landlords received copies of the tenant's dispute resolution hearing package and written evidence package by registered mail, I find that the landlords were duly served with these packages in accordance with sections 88 and 89 of the *Act*.

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 46;
- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47;
- authorization to change the locks to the rental unit pursuant to section 70; and
- an order to suspend or set conditions on the landlord's right to enter the rental unit pursuant to section 70.

At the commencement of the hearing, the parties agreed that the tenant surrendered vacant possession of the rental unit to the landlords by February 1, 2019. Since this tenancy has ended, the tenant withdrew their application for dispute resolution. The tenant's application is hereby withdrawn.

The parties agreed that monthly rent for this tenancy was set at \$630.00, payable in advance on the first of each month. The tenant testified that she did not pay the landlords monthly rent for January 2019. Although the landlords continue to hold the

tenant's \$315.00 security deposit, the tenant testified that they had not provided the landlords with their forwarding address in writing yet.

As the tenant gave undisputed sworn testimony that they did not pay rent for January 2019 and in accordance with section 72 of the *Act*, I allow the landlords to keep the tenant's security deposit in partial satisfaction of the unpaid rent owing for this tenancy.

### Conclusion

The tenant's application is withdrawn.

I order the landlords to retain the tenant's security deposit for outstanding rent owed the landlords by 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 19, 2019

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Residential Tenancy Branch