



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## DECISION

### Dispute Codes:

MNR, MNDC, MNSD, FF

### Introduction

This hearing was scheduled in response to the Landlord's Application for Dispute Resolution, in which the Landlord has made application for a monetary Order for money owed or compensation for damage or loss; for a monetary Order for unpaid rent, to retain all or part of the security deposit, and to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

At the hearing the Agent for the Landlord withdrew the application for a monetary Order for money owed or compensation for damage or loss. The Landlord retains the right to file another Application for Dispute Resolution in which it applies for compensation for damage to the rental unit.

The Agent for the Landlord stated two copies of the Application for Dispute Resolution and Notice of Hearing were sent to the Tenants via registered mail in one envelope on September 18, 2009. She stated that the female Tenant advised her that she was moving to the Tenant's her mother's home. She stated that she obtained the Tenant's mother's address from the phone book and sent the package to that address. The Landlord submitted a copy of a Canada Post receipt to corroborate that a package was sent by registered mail on September 18, 2009. The Agent for the Landlord stated that she checked the Canada Post website and determined that the female Tenant had signed for this package.

Based on the Agent for the Landlord's testimony that the Canada Post website shows that the female Tenant signed for the package that was mailed on September 18, 2009 and in the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*, however the Tenant did not appear at the hearing.

Section 88(1) of the Act determines the method of service for documents. The Landlord has applied for a monetary Order which requires that the Landlord serve each respondent as set out under section 89(1). In this case only the female Tenant is deemed to be served with the Application for Dispute Resolution and Notice of Hearing. Therefore, I find that the request for a monetary Order against both Tenants must be amended to include only the female Tenant who has been properly served with notice of

this proceeding. As the male Tenant has not been properly served the Application for Dispute Resolution as required by section 89(1) of the *Act*, the monetary claim against him is dismissed without leave to reapply.

### Issue(s) to be Decided

The issues to be decided are whether the Landlord is entitled to a monetary Order for unpaid rent; to keep all or part of the security deposit; and to recover the filing fee from the Tenant for the cost of the Application for Dispute Resolution, pursuant to sections 38, 67, and 72 of the *Act*.

### Background and Evidence

The Agent for the Landlord stated that this tenancy began on November 01, 2007; that the Tenants were required to pay monthly rent of \$900.00 on the first day of each month; that the Tenants paid a security deposit of \$450.00 on November 01, 2007; and that the Tenants vacated the rental unit sometime in September of 2009.

The Agent for the Landlord stated that the Tenants paid \$350.00 in rent for August on August 10, 2009 and that they still owe \$550.00 rent for August of 2009.

### Analysis

I find that the Tenants entered into a tenancy agreement with the Landlord that requires the Tenants to pay monthly rent of \$900.00 on the first day of each month. Section 26(1) of the *Act* requires tenants to pay rent to their landlord.

Based on the evidence provided by the Landlord and in the absence of evidence to the contrary, I find that the Tenants have not paid \$550.00 in rent for August of 2009. As they are required to pay rent pursuant to section 26(1) of the *Act*, I find that the Tenants must pay \$550.00 in outstanding rent to the Landlord.

I find that the Landlord's application has merit and that the Landlord is entitled to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

### Conclusion

I find that the Landlord has established a monetary claim, in the amount of \$600.00, which is comprised of \$550.00 in unpaid rent and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution. The Landlord will be retaining the Tenant's security deposit of \$450.00 plus interest of \$7.89, in partial satisfaction of the monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the balance of \$142.11. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

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: January 14, 2010.

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Dispute Resolution Officer