

## **DECISION**

**Dispute Codes:** MNR, MNSD and FF

### **Introduction**

This application, brought by the landlord, seeking an Order of Possession and a Monetary Order for unpaid rent and authorization to retain the security deposit, was originally dealt with under a direct request proceeding on January 13, 2010.

As a result of that hearing, the landlord was granted an Order of Possession effective two days from service, but due to the substantial amount of the unpaid rent, the landlord's monetary claim was adjourned to the present participatory hearing.

Despite having been served with the Notice of Hearing sent by registered mail on December 24, 2009, the tenants did not call in to the number provided to enable their participation in the telephone conference call hearing. Therefore, it proceeded in their absence.

### **Issues to be Decided**

This application requires a decision on whether the landlord is entitled to a Monetary Order for the unpaid rent and authorization to retain the security deposit in set off against the balance owed.

### **Background and Evidence**

This tenancy began on August 15, 2008. Rent was \$1,500 per month and the landlord holds a security deposit paid on August 15, 2008.

During the hearing, the landlord gave evidence that the tenants had begun to fall in arrears with the rent in May of 2009 which was short \$1,1000 for the month. The landlord stated that he had accepted repeated explanations and promises from the tenants as the male tenant had become unemployed and he believed they would eventually catch up.

However, he stated that, in addition to the shortfall for May, the tenants had paid no rent from June 2009 to the conclusion of the tenancy at or near the end of December 2009 pursuant to the Order of Possession.

## **Analysis**

Section 7 of the *Act* states that where one party to a rental agreement suffers a loss due to a breach of the rental agreement, the non-complaint party must compensate the party suffering the loss.

Section 67 of the *Act* grants the Director's delegated authority to order payment of the amount found owing.

I find that the tenants must pay the landlord for the accumulated unpaid rent from May through to December of 2009 plus the landlord's \$100 filing fee for this proceeding with authorization to retain the security deposit in set off as follows:

May 2009 rent shortfall	\$ 1,000.00
June 2009 rent	1,500.00

July 2009 rent	1,500.00
August 2009 rent	1,500.00
September 2009 rent	1,500.00
October 2009 rent	1,500.00
November 2009 rent	1,500.00
December 2009 rent	1,500.00
Filing fee	100.00
Sub total	\$11,600.00
Less retained security deposit	- 750.00
Less interest (Aug. 15, 2008 to date)	- 4.27
<b>TOTAL</b>	<b>\$10, 845.73</b>

## Conclusion

The landlord's copy of this decision is accompanied by a Monetary for \$10,845.73, enforceable through the Provincial Court of British Columbia, for service on the tenants.

The landlord remains at liberty to make application for damages to the rental unit and cleaning costs.

February 23, 2010