

## **DECISION**

Dispute Codes      OPC, OPB, MNR, MNSD, MNDC, FF

### Introduction

This hearing dealt with the landlords' Application for Dispute Resolution for an order of possession and a monetary order.

The hearing was conducted via teleconference and was attended by the landlords only. The tenants did not attend.

I accept the tenants have been served with notice of this hearing in accordance with the requirements of Section 89 of the *Residential Tenancy Act (Act)*.

The landlord confirms the tenants vacated the rental unit on June 30, 2010 and as such no longer require an order of possession. I accept the amended to exclude the matters related to an order of possession.

The landlord has also indicated in a written submission that tenants caused several thousand dollars worth of damage to the rental unit that rendered the rental unit un-rental for the month of July, 2010.

As the landlords had not submitted an amended application to include those issues they remain at liberty to file a separate Application for Dispute Resolution for compensation for damages or losses resulting from the end of the tenancy.

### Issues(s) to be Decided

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

### Background and Evidence

The landlord submitted into evidence a copy of a tenancy agreement signed by the parties on March 25, 2010 for a 13 month fixed term tenancy beginning on April 1, 2010 for a monthly rent of \$925.00 due on the 1<sup>st</sup> of the month with a security deposit of \$462.50 paid on March 22, 2010.

The landlord provided confirmation that the tenants were served on May 25, 2010 with a 1 Month Notice to End Tenancy for Cause dated May 25, 2010 citing the tenants had allowed an unreasonable number of occupants in the unit; the tenants or persons permitted on the property by the tenants has put the landlord's property at significant risk; the tenants have engaged in illegal activity that has or is likely to adversely affect

the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord and the tenants have breached a material term of the tenancy agreement.

The landlords testified that once served with the notice to end tenancy the tenants failed to pay any rent. The landlord submitted a subsequently issued 10 Day Notice to End Tenancy for Unpaid Rent.

### Analysis

Based on the uncontested testimony of the landlords I find the tenants are responsible for rent for the month of June 2010 in accordance with Section 26 of the *Act*.

### Conclusion

I find that the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$975.00** comprised of \$925.00 rent owed and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$462.50 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$512.50**. This order must be served on the tenants and may be filed in the Provincial Court (Small Claims) 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: July 27, 2010.

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Dispute Resolution Officer