



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution, seeking a Monetary Order for unpaid rent and compensation for damage or loss; to apply the security deposit towards partial satisfaction of its monetary award; and to recover the cost of the filing fee from the Tenants.

The Landlord's agent testified that he mailed the Notice of Hearing documents to the Tenants at the rental unit, via registered mail, on June 9, 2010. He stated that the registered mail documents were returned to him, unclaimed. The Landlord's agent testified that he personally served both Tenants, with a witness present, by handing the documents to the Tenant JF on June 10, 2010, and to the Tenant AW on June 23, 2010. I am satisfied that the Tenants were served with the Notice of Hearing documents in accordance with the provisions of Sections 88(a) and (c) of the Act. Despite being served with the Notice of Hearing documents neither Tenant signed into the teleconference and the Hearing proceeded in their absence.

Preliminary Matter

At the outset of the Hearing, the Landlord's agent stated that the Tenants caused extensive damage to the rental unit before moving out on June 28, 2010. The Landlord provided photographs of the rental unit in evidence. The Landlord's agent stated that the remediation of the rental unit was not finished and requested permission to apply for damages at a later date. The Landlord is at liberty to apply for damages, should it so desire.

Issues(s) to be Decided

Is the Landlord entitled to a Monetary Order for unpaid rent?

Background and Evidence

The tenancy began on February 1, 2010. Monthly rent was \$1,850.00, due on the first day of each month. The Tenants paid a security deposit in the amount of \$925.00 on January 24, 2010.

The Landlord's agent testified that the Tenants paid only \$800.00 towards March's rent, on March 8, 2010, leaving a balance of \$1,050.00 owing. No further rent payments were made. The Landlord is seeking a monetary order, calculated as follows:

Unpaid rent for March	\$1,050.00
Unpaid rent for April	\$1,850.00
Unpaid rent for May	\$1,850.00
Unpaid rent for June	<u>\$1,850.00</u>
TOTAL	\$6,600.00

Analysis

Based on the undisputed testimony of the Landlord's agent, I find that the Landlord has established its monetary claim for unpaid rent in the amount of \$6,600.00.

The Landlord has been successful in its application and is entitled to recover the cost of the filing fee from the Tenants.

Pursuant to the provisions of Section 72 of the Act, the Landlord may apply the security deposit towards partial satisfaction of its monetary award. No interest has accrued on the security deposit.

I hereby provide the Landlord with a Monetary Order, calculated as follows:

Unpaid rent	\$6,600.00
Recovery of filing fee	\$100.00
Less security deposit	<u>-\$925.00</u>
TOTAL AFTER SET OFF OF SECURITY DEPOSIT	\$5,775.00

Conclusion

I hereby provide the Landlord with a Monetary Order against the Tenants in the amount of \$5,775.00. This Order must be served on the Tenants and may be filed in the Provincial Court 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: August 10, 2010