

DECISION

Dispute Codes MT, CNR, OPR, MNR, MNSD, FF

Introduction

This hearing dealt with applications from the landlord and tenants pursuant to the *Residential Tenancy Act* (the *Act*). The tenants applied for:

- an extension of time to make their application to cancel the landlord's notice to end tenancy pursuant to section 66; and
- cancellation of the landlord's notice to end tenancy for unpaid rent pursuant to section 46.

The landlord applied for:

- an Order of Possession pursuant to section 55;
- a monetary order for unpaid rent pursuant to section 67;
- authorization to retain the tenants' security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and
- recovery of the application filing fee from the tenant pursuant to section 72.

Both parties attended the hearing. The landlord testified that he gave the 10 Day Notice to End Tenancy for Unpaid Rent to the tenants on July 2, 2010. The male tenant testified that he handed the tenant's application for dispute resolution package to the landlord on July 22, 2010. I am satisfied that these documents were served to the parties in accordance with the *Act*.

At the outset of the hearing, I told the parties that there appeared to be no need for the tenants to apply for an extension of time as their application was submitted within the allowable time periods specified under the *Act*.

The tenants testified that they would be leaving the rental premises that evening and that they were no longer seeking cancellation of the landlord's notice to end this tenancy. The landlord said that he was satisfied that they would be vacating the rental premises shortly and said that he no longer required an Order of Possession.

Issues(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent? Is the landlord entitled to recover the tenants' security deposit in partial satisfaction of the monetary order requested? Is the landlord entitled to recover the filing fees for this application?

Background and Evidence

This month-to-month tenancy commenced on November 1, 2009. The tenant was paying \$725.00 in rent on the first of each month. The landlord continues to hold the tenant's \$362.50 security deposit, paid on November 1, 2009.

The landlord testified that the tenants have paid a total of \$240.00 towards their July and August 2010 rent. The tenants agreed that \$1,210.00 in rent remains owing for these months. The landlord requested a monetary award of this amount plus \$25.00 for late fees for each of these months in accordance with their tenancy agreement. He also asked for recovery of his filing fee for this application. He said that he was not seeking a monetary award for September 2010. The tenants did not dispute the evidence presented by the landlord and confirmed that they owed these fees to the landlord.

Analysis

I grant the landlord a monetary award in the following terms which allows the landlord to recover his filing fee. I authorize the landlord to recover a portion of this monetary award by retaining the tenants' security deposit plus interest. No interest is payable over this period.

Item	Amount
Unpaid July 2010 Rent	\$725.00
Late Fee for July 2010 Rent	25.00
Unpaid August 2010 Rent	725.00
Late Fee for August 2010	25.00
Less Amount of Tenants' Rent Payments for July and August 2010	-240.00
Less Security Deposit	-362.50
Recovery of Filing Fee for this application	50.00
Total Monetary Award	\$947.50

Conclusion

I dismiss the tenants' application to cancel the Notice to End Tenancy and the landlord's application for an Order of Possession. I grant the landlord a monetary Order in the amount of \$947.50. This monetary Order authorizes the landlord to retain the filing fee for this application and to recover the tenants' security deposit in partial satisfaction of the Order.

The landlord is provided with these Orders in the above terms and the tenant must be served with a copy of these Orders as soon as possible. Should the tenant fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders 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*.