



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes – OPR, MNR, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for an order of possession and a monetary order due to unpaid rent.

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

The landlord testified that on October 21, 2010 the landlord served the tenants with the notice of hearing documents personally and that this service was witnessed by a third party.

Based on the testimony of the landlord, I find that the tenants have been served with the Dispute Resolution Direct Request Proceeding documents.

The landlord noted at the outset of the hearing that the tenants had moved out of the rental unit on October 31, 2010, as such there the landlord no longer requires an order of possession. I amend the landlord's application to exclude the matter of an order of possession.

Issue(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 38, 46, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The landlord submitted the following evidentiary material:

- A copy of a residential tenancy agreement which was signed by the parties on July 1, 2010 for a 6 month fixed term tenancy beginning on July 1, 2010 for the monthly rent of \$1,395.00 due on the 1st of the month and a security deposit of \$697.50 was paid; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent that was issued on October 4, 2010 with an effective vacancy date of October 14, 2010 due to \$1,700.00 in unpaid rent.

Documentary evidence filed by the landlord indicates that the tenants failed to pay the full rent owed for the months of September and October 2010 and that the tenants were served a 10 Day Notice to End Tenancy for Unpaid Rent personally on October 4, 2010.

The Notice states that the tenants had five days to pay the rent or apply for Dispute Resolution or the tenancy would end. While the landlord testified that the tenants did pay some of the outstanding rent they did not pay for the total arrears or apply to dispute the Notice to End Tenancy within five days.

Analysis

As the tenants have not disputed the amount noted in the 10 Day Notice to End Tenancy as outstanding and in conjunction with the landlord's testimony I find the tenants remain responsible for the balance of \$315.00.

Conclusion

I find that the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$365.00** comprised of \$315.00 rent owed and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct this amount from the security deposit and interest held in the amount of \$697.50 in total satisfaction of this claim leaving a security deposit balance of \$332.50.

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: November 18, 2010.

Dispute Resolution Officer