



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNDC, FF

Introduction

This conference call hearing was convened in response to the landlord's application for an Order of Possession for unpaid rent; a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement; for unpaid rent; and to recover the filing fee associated with this application.

The landlord participated in the hearing and provided affirmed testimony. He testified that he served the Notice of a Dispute Resolution Hearing in person to the female tenant on June 10th, 2011 and to the male tenant on June 11th, 2011. The tenants did not participate and the hearing proceeded in their absence.

At the outset, the landlord stated that the tenants moved out of the rental unit on June 12th, 2011. Therefore the landlord withdrew his application for an Order of Possession.

Issue(s) to be Decided

Is the landlord entitled to a Monetary Order, and if so for what amount?

Is the landlord entitled to recover the filing fee?

Background and Evidence

The fixed term tenancy started September 11th, 2010 and was to end September 11th, 2011. The rent was \$1400.00 per month and the tenants paid a security deposit of \$700.00.

The landlord testified that he had several discussions about the tenants' inability to pay rent; he said that when he served the 10 Day Notice to End Tenancy on May 14th, 2011, the tenant accepted it and said that he had no job. The landlord made a claim for unpaid rent as follows:

- | | |
|---|-----------|
| - Outstanding rent owed for March 2011: | \$ 250.00 |
| - Unpaid rent for April 2011: | \$1400.00 |
| - Unpaid rent for May 2011: | \$1400.00 |
| - Unpaid rent for June 2011: | \$1400.00 |
| - Total: | \$4450.00 |

Analysis

I accept the landlord's undisputed testimony that he served the tenants with the Notice of Dispute Resolution in a proper manner pursuant to section 89 of the *Residential Tenancy Act*. I find that the tenants were aware of the date scheduled for this hearing.

Section 26(1) of the *Act* specifies in part that a tenant must pay the rent when it is due under the tenancy agreement whether or not the landlord complies with the *Act*. Based on the available evidence I find that the tenants did not pay rent and that the landlord is entitled to a monetary order as claimed.

Conclusion

The landlord withdrew his application for an order of possession. The landlord established a claim of \$4450.00.

I authorize the landlord to retain the tenants' \$700.00 security deposit for a balance owing of \$3750.00. Since the landlord was successful, I award the landlord recovery of the \$50.00 filing fee. Pursuant to Section 67 of the *Act*, I grant the landlord a Monetary Order totalling \$3800.00..

This Order may be registered in the 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: June 24, 2011.

Residential Tenancy Branch