



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, MNSD, 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 unpaid rent; to keep the security and pet damage deposits; 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 to the tenants by way of registered mail sent July 14<sup>th</sup>, 2011. The landlord said that the package was returned to him by Canada Post, informing the landlord that service delivery was refused. The tenants did not participate and the hearing proceeded in the tenant's absence.

At the outset, the landlord stated that the tenants have since moved out of the rental unit and 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 keep all or part of the security deposit?

Is the landlord entitled to recover the filing fee?

### Background and Evidence

Pursuant to a written agreement, the month to month tenancy started on March 1<sup>st</sup>, 2010. The rent was \$1030.00 per month; the tenants paid a security deposit of \$515.00 and a pet security deposit of \$515.00.

The landlord testified that the tenants did not pay rent for July 2011 and that the rental unit requires repairs. In his documentary evidence, the landlord provided in part a copy of the 10 Day Notice to End Tenancy served on the tenants July 2<sup>nd</sup>, 2011 by posting the notice on the tenants' door, and other reference material concerning the male tenant assaulting the landlord.

### 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 the *Residential Tenancy Act*. Refusing delivery of registered mail does not discharge the tenants' obligation towards the landlord. I find that the tenants ought to have had knowledge of the date scheduled for this hearing.

I also accept the landlord's unchallenged evidence and oral testimony concerning unpaid rent for the month of July 2011, and find that he is entitled to recover the loss of rental income for that month.

Concerning damages to the rental unit, Section 60(1) of the Act provides for the landlord to make an application for dispute resolution over matters related to the tenancy within two years after the tenancy ends. The landlord is entitled to claim monetary compensation against the tenants for any damages alleged, and to submit evidence at that time.

Conclusion

The landlord established a claim of \$1030.00. I authorize the landlord to retain the tenants' combined sum of \$1030.00 for the security and pet damage deposits. Since he 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 for \$50.00.

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: August 11, 2011.

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Residential Tenancy Branch