



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, OPB, 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 and for a breach of the tenancy agreement; a Monetary Order for unpaid rent; to keep the security deposit; and to recover the filing fee associated with this application.

The landlord participated in the hearing and provided affirmed testimony. She testified that she served the Notice of a Dispute Resolution Hearing to the tenants by way of registered mail, for which Canada Post confirmed that delivery was not successful. The landlord stated the tenants have vacated but they did not provide notice to end tenancy or a forwarding address. The tenants did not participate and the hearing proceeded in their absence.

Since the tenants are no longer occupying the rental unit, the landlord's application for an order of possession is dismissed.

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

The rental unit consists of a single detached home. Pursuant to a written agreement, the fixed term tenancy was based on a one year lease, starting June 1st, 2011 and ending June 1st, 2012, at a rate of \$1600.00 per month. The tenants paid a security deposit of \$800.00.

The landlord testified that the tenants only paid rent for June 2011. In her documentary evidence, the landlord provided a copy of the 10 day Notice to End Tenancy served on the tenants on July 22nd, 2011 by posting the notice on the tenants' door. The landlord made a monetary claim as follows:

- Unpaid rent for July 2011: \$1600.00
- Unpaid rent for August 2011: \$1600.00
- Less security deposit: \$ 800.00
- Sub-total: \$2400.00

Analysis

I accept the landlord's undisputed testimony that she 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 tenant knew, or ought to have had knowledge of the date scheduled for this hearing.

Based on the evidence I accept the landlord's testimony concerning the tenants' failure to pay rent; accordingly I find the landlord entitled to recover the loss of rental income for the two months as claimed.

Conclusion

The landlord established a claim for unpaid rent of \$3200.00. I authorize the landlord to retain the tenants' \$800.00 security deposit for a balance owing of \$2400.00. 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 \$2450.00.

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 17, 2011.

Residential Tenancy Branch