



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNDC, FF

Introduction

This hearing was convened by way of conference call in response to an application made by the landlord for a monetary order for unpaid rent or utilities; for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement; and to recover the filing fee from the tenants for the cost of this application.

The landlord attended the conference call hearing, gave affirmed testimony and provided evidence in advance of the hearing, all of which has been reviewed and is considered in this Decision. However, despite being served with the Landlord's Application for Dispute Resolution and notice of hearing documents by registered mail on December 2, 2011, the tenants did not attend. The landlord testified that the tenants were individually served with the aforementioned documents and provided 2 tracking numbers with Canada Post as evidence of such service, and I find that the tenants have been served in accordance with the *Residential Tenancy Act*.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent or utilities?

Is the landlord entitled to a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement?

Background and Evidence

This month-to-month tenancy began on May 1, 2005 and ended on November 30, 2011. The landlord had sold the rental unit, and the tenants became tenants of the new owner who took possession of the rental unit on December 1, 2011. During this tenancy, rent in the amount of \$900.00 per month was payable in advance on the 1st day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenants in the amount of \$450.00, and no pet damage deposit was collected.

The landlord testified that the tenants did not pay rent in full for the month of April, 2010, leaving a balance outstanding of \$100.00. The tenants further failed to pay rent in full for the months of June, 2010, July, 2010, September, 2010, December, 2010 and February, 2011, leaving balances outstanding for those months in the amount of \$200.00, \$100.00, \$75.00, \$400.00 and \$200.00 respectively. The landlord testified that the tenants promised to catch up on the rent but failed to do so before the rental unit sold, and the arrears have accumulated to \$1,075.00. The landlord also provided copies of bank statements as evidence of payments made by the tenants, which show an accumulation of \$1,075.00 in rental arrears.

The rental unit has now been demolished, and the landlord learned from the realtor that the tenants have been moved to a new rental unit by the new owner. The tenants have not provided the landlord with a forwarding address, and the landlord still holds the security deposit in trust. The tenants were served with the Landlord's Application for Dispute Resolution and notice of hearing documents at the rental unit.

Analysis

In the circumstances, and in the absence of any evidence or testimony to the contrary, I accept the testimony of the landlord, and I find that the tenants are in arrears the sum of \$1,075.00.

The landlord currently holds a security deposit on behalf of the tenants in the amount of \$450.00, and I find that the tenants are entitled to an interest credit in the amount of \$15.93 calculated from May 1, 2005 to today. The landlord has not applied for an order permitting the landlord to keep all or part of the security deposit, however, the *Act* states that in the event that payment is ordered from a tenant to the landlord, the amount may be deducted from any security deposit or pet damage deposit due to the tenant, and I find it prudent to make such an order in this case. The landlord is also entitled to recovery of the \$50.00 filing fee for the cost of this application. Therefore, I order the landlord to keep the security deposit and interest in the amount of \$465.93, and I grant the landlord a monetary order as against both tenants, jointly and severally, for the difference of \$659.07.

Conclusion

For the reasons set out above, I hereby grant a monetary order in favour of the landlord, pursuant to Section 67 of the *Residential Tenancy Act*, in the amount of \$465.93 as

against both tenants, jointly and severally. This order is final and binding on the parties and may be enforced.

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: February 13, 2012.

Residential Tenancy Branch