



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, MNR, MNSD, FF

Introduction

This hearing dealt with the landlord's application for dispute resolution under the Residential Tenancy Act (the "Act") for an order of possession for the rental unit due to cause, a monetary order for unpaid rent, for authority to retain the tenant's security deposit and to recover the filing fee.

The tenants did not appear at the telephone conference call hearing. The landlord appeared and gave affirmed testimony.

The landlord gave evidence that each tenant was served with the Application for Dispute Resolution and Notice of Hearing (the Hearing Package) by registered mail on August 13, 2012.

I find the tenants were served in a manner complying with section 89 of the Residential Tenancy Act (the "Act") and the hearing proceeded in the tenants' absence.

The landlord was provided the opportunity to present her evidence orally and to refer to relevant documentary evidence submitted prior to the hearing.

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure; however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Preliminary Issue: The landlord said that the tenants have now vacated the rental unit, as of August 31, 2012, and that she no longer seeks an order of possession. I therefore have amended the landlord's application, excluding their request for the order of possession.

Issue(s) to be Decided

Is the landlord entitled to a monetary order, for authority to retain the tenants' security deposit and to recover the filing fee?

Background and Evidence

This tenancy began on September 1, 2001, the ending monthly rent was \$1114.00, and a security deposit of \$410.00 was paid by the tenants at the beginning of the tenancy on or about September 1, 2011.

The landlord gave affirmed testimony and supplied evidence that on July 23, 2012, the tenants were served with a 1 Month Notice to End Tenancy for Cause (the "Notice"), by registered mail, listing as cause is that the tenants were repeatedly late in paying rent.

The Notice informed the tenant that they had ten days to dispute the Notice.

I have no evidence before me that the tenants applied to dispute the Notice.

The landlord stated that the tenants did not pay rent in August 2012 and vacated the rental unit owing \$1114.00 for that month.

Analysis

Based on the above testimony and evidence, and on a balance of probabilities, I find as follows:

I find the landlord submitted sufficient evidence establishing a monetary claim for unpaid rent for August 2012, in the amount of \$1114.00.

I also find the landlord is entitled to recovery of the filing fee of \$50.00.

Conclusion

I find that the landlord has established a total monetary claim of \$1164.00 comprised of unpaid rent of \$1114.00 through August, 2012, and the \$50.00 filing fee paid by the landlord for this application.

At the landlord's request, I allow the landlord to retain the tenants' security deposit and interest of \$428.77 in partial satisfaction of the claim.

I grant the landlord a final, legally binding monetary order pursuant to section 67 of the Act for the balance due, in the amount of \$735.23, which I have enclosed with the landlord's Decision.

Should the tenants fail to pay the landlord this amount without delay, the order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement 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: September 12, 2012.

Residential Tenancy Branch