



# 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 hearing was convened by way of conference call in response to an application made by the landlord for an Order of Possession for unpaid rent or utilities; for a monetary order for unpaid rent or utilities; for an order permitting the landlord to keep all or part of the pet damage deposit or security deposit; and to recover the filing fee from the tenants for the cost of the application.

The landlord attended the conference call hearing, gave affirmed testimony and provided evidentiary material prior to the commencement of the hearing. However, despite each of the tenants being individually served with the Landlord's Application for Dispute Resolution and notice of hearing documents by registered mail on January 17, 2013, neither of the tenants attended. The landlord testified that the documents were served on that date and in that manner and provided tracking numbers for the two registered mail packages. The line remained open while the phone system was monitored for 10 minutes and the only participant who attended the call was the landlord.

During the course of the hearing the landlord advised that the tenants have vacated the rental unit and therefore the landlord's application for an Order of Possession is withdrawn.

### Issue(s) to be Decided

Has the landlord established a monetary order as against the tenants for unpaid rent or utilities?

Is the landlord entitled to keep all or part of the pet damage deposit or security deposit in full or partial satisfaction of the claim?

### Background and Evidence

The landlord testified that this fixed term tenancy began on January 15, 2012 and expired on January 31, 2013. The tenancy then reverted to a month-to-month tenancy,

and the landlord testified that it was first noticed on February 4, 2013 that the tenants had vacated the rental unit. Rent in the amount of \$1,100.00 per month was payable in advance on the 1<sup>st</sup> day of each month. On January 15, 2012 the landlord collected a security deposit from the tenants in the amount of \$550.00 which is still held in trust by the landlord, and no pet damage deposit was collected. A copy of the tenancy agreement was provided for this hearing.

The landlord further testified that the tenants failed to pay rent in full for the month of October, 2012, leaving a balance outstanding of \$650.00. The tenants further failed to pay any rent for the month of November, 2012, leaving a further amount of \$1,100.00 outstanding. In December, 2012 the tenants received assistance, which was sent directly to the landlord from the Ministry, in the amount of \$700.00 for each of the months of December, 2012 and January, 2013, which left another \$400.00 in arrears for each of those two months. The tenants are in arrears \$650.00 for the month of October, 2012; \$1,100.00 for November, 2012; \$400.00 for December, 2012 and \$400.00 for January, 2013; for a total of \$2,550.00. The landlord also requests a monetary order for unpaid rent for the month of February, 2013.

The landlord caused the tenants to be served with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities by personally handing it to one of the tenants on January 2, 2013. A copy of the notice was provided for this hearing. The notice is dated January 2, 2013 and states that the tenants failed to pay rent in the amount of \$2,550.00 that was due on January 1, 2013, and the notice contains an expected date of vacancy of January 11, 2013.

The landlord further testified that the tenants have not provided a forwarding address.

### Analysis

In the circumstances, and in the absence of any evidence or testimony to the contrary, I find that the tenants were in arrears of rent the sum of \$2,550.00 to the end of January, 2013. The landlord also claims an additional \$1,100.00 for the month of February, 2013, having noticed on February 4, 2013 that the tenants had vacated the rental unit. The landlord testified that the Ministry has been providing \$700.00 per month as a partial payment of rent, and I heard no testimony with respect to a partial payment being made for the month of February, 2013. Therefore, I find that the landlord is entitled to a partial amount for February, 2013 in the amount of \$400.00.

Since the landlord has been successful with the application, the landlord is also entitled to recovery of the \$50.00 filing fee for the cost of this application.

I hereby order the landlord to keep the \$550.00 security deposit in partial satisfaction of the claim, and I grant the landlord a monetary order in the amount of \$2,450.00 for the difference, which includes recovery of the filing fee.

Conclusion

For the reasons set out above, the landlord's application for an Order of Possession is hereby dismissed as withdrawn.

I hereby order the landlord to keep the security deposit, and I grant the landlord a monetary order as against the tenants, pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$2,450.00.

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 12, 2013

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Residential Tenancy Branch

