



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNR; MNSD; FF

Introduction

This is the Landlord's application for a Monetary Order for unpaid rent; to retain the security deposit in partial satisfaction of her monetary award; and to recover the cost of the filing fee from the Tenants.

The Landlord gave affirmed testimony at the Hearing.

The Landlord testified that on March 1, 2013, she mailed the Notice of Hearing documents and copies of her documentary evidence, by registered mail, to each of the Tenants at the forwarding address they provided on the Condition Inspection Report. The Landlord provided copies of the registered mail receipts and tracking numbers in evidence.

Based on the Landlord's affirmed testimony and documentary evidence, I am satisfied that both of the Tenants were duly served with the Notice of Hearing documents and documentary evidence by registered mail. Service in this manner is deemed to be effected 5 days after mailing the documents. Despite being served with the Notice of Hearing documents, the Tenants did not sign into the teleconference and the Hearing proceeded in their absence.

Issues to be Decided

- Is the Landlord entitled to a Monetary Order for unpaid rent?
- May the Landlord apply the security deposit towards her monetary award?

Background and Evidence

The Landlord gave the following testimony:

This tenancy started on February 25, 2011. The Tenants moved out of the rental unit on February 4, 2013.

Monthly rent was \$1,800.00, due in payments of \$900.00 on the first day and fifteenth day of each month. The Tenants paid a security deposit in the amount of \$900.00 at the beginning of the tenancy.

The Tenants fell behind in rent payments in August, 2011. They paid rent sporadically after August 15, 2013, and never caught up. The male Tenant told the Landlord that he was waiting for a lump sum payment so that he could pay off the total amount of the arrears. The Landlord stated that he was very persuasive. Tenants made sporadic payments on the arrears, so the Landlord allowed the arrears to accumulate. The Landlord provided a copy of the Tenant Ledger in evidence. The male Tenant signed the bottom of the ledger, acknowledging "total owed after deposit deducted = \$14,857.00).

The Landlord testified that she neglected to add one entry on the ledger, that the Tenants had done some yard work at the rental unit which she agreed was worth \$200.00 towards the unpaid rent. Therefore, the Landlord's total claim to and including January 31, 2013 is \$15,300.00. The Landlord does not seek loss of revenue for the month of February, 2013, but only seeks to recover prorated rent for the period of February 1 to 4, 2013 ($\$1,800.00 \times 4 / 28 = \257.00).

Analysis

I accept that the Landlord's undisputed testimony in its entirety. The male Tenant signed the ledger, indicating that he agreed that the calculations and total amount owed is correct. Pursuant to Section 72(2)(b) of the Act, the Landlord may apply the security deposit towards partial satisfaction of her monetary award. No interest has accrued on the security deposit.

I find that the Landlord has established a monetary claim for unpaid rent, calculated as follows:

| | |
|----------------------------------|--------------------|
| Unpaid rent to January 31, 2013 | \$15,500.00 |
| Unpaid rent February 1 – 4, 2013 | \$257.00 |
| Less credit for yard work | <u>-\$200.00</u> |
| Subtotal | \$15,557.00 |
| Less security deposit | <u>-\$900.00</u> |
| TOTAL due to Landlord | \$14,687.00 |

The Landlord has been successful in her application and I find that she is entitled to recover the cost of the **\$100.00** filing fee from the Tenants.

Conclusion

I hereby provide the Landlord with a Monetary Order in the amount of \$14,687.00 for service upon the Tenants. This Order may be filed in the Provincial Court of British Columbia (Small Claims) 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: June 03, 2013

Residential Tenancy Branch