



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

OPR; MNR; MNSD

Introduction

This is the Landlords' application for an Order of Possession; a Monetary Order for unpaid rent; and to retain the security deposit in partial satisfaction of their monetary claim.

The Landlord gave affirmed testimony at the Hearing.

The Landlord testified that the Notice of Hearing documents were mailed to the Tenant, via registered mail, to the rental unit on April 5, 2013. The Landlord provided the tracking numbers for the registered documents. She stated that she also hand delivered the documents to the Tenant, with police present, on April 6, 2013, at the rental unit.

Based on the Landlord's affirmed testimony, I am satisfied that the Tenant was duly served with the Notice of Hearing documents 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 Tenant did not sign into the teleconference and the Hearing proceeded in her absence.

Preliminary Matter

At the outset of the Hearing, the Landlord testified that the Tenant's neighbour called the Landlords on April 29, 2013, to advise that the Tenant had moved out of the rental unit. The Landlord stated that she had confirmed that the Tenant has moved out. The Tenant did not provide the Landlords with a forwarding address.

The Landlords have taken back possession of the rental unit and therefore they no longer require an Order of Possession. This portion of their application is dismissed. The Hearing continued with respect to the remainder of the Landlords' application.

Issues to be Decided

- Are the Landlords entitled to a Monetary Order for unpaid rent?
- May the Landlords apply the security deposit towards their monetary award?

Background and Evidence

The Landlord gave the following testimony:

The Landlords inherited this tenancy from the former landlord. There is no written tenancy agreement. Monthly rent was \$750.00, due the first day of each month. The Tenant paid a security deposit in the amount of \$375.00 in August, 2010.

The Tenant did not pay rent when it was due in February or March, 2013. On March 26, 2013, the Landlord issued a 10 Day Notice to End Tenancy. The Landlord requested a monetary order for April's unpaid rent as well. The Tenant is in arrears in the total amount of \$2,250.00. The Landlord deducted the security deposit from her monetary claim, leaving a balance owing of \$1,875.00.

Analysis

Based on the Landlord's undisputed testimony, I find that the Landlords have established a monetary award for unpaid rent and loss of revenue in the total amount of **\$2,250.00**. I explained to the Landlord that a security deposit is held in a form of trust for the tenant and landlords may not arbitrarily decide what happens to the security deposit at the end of a tenancy. Security deposits must be dealt with in accordance with the provisions of the Act. Pursuant to the provisions of Section 72(2)(b) of the Act, I order that the Landlords apply the security deposit towards partial satisfaction of the Landlords' monetary claim. No interest has accrued on the security deposit.

I hereby provide the Landlords with a Monetary Order, calculated as follows:

Unpaid rent and loss of revenue	\$2,250.00
Less security deposit	- \$375.00
TOTAL AMOUNT DUE TO THE LANDLORDS AFTER SET-OFF	\$1,875.00

Conclusion

I hereby provide the Landlords with a Monetary Order in the amount of **\$1,875.00** for service upon the Tenant. 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: May 08, 2013

Residential Tenancy Branch

