



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Advanced Property Management Inc.
and [tenant name suppressed to protect privacy]

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 its monetary award; and to recover the cost of the filing fee from the Tenants.

The Landlord's agent ("LF") gave affirmed testimony at the Hearing.

LF testified that the Notice of Hearing documents and copies of the Landlord's documentary evidence were mailed to each of the Tenants, via registered mail, to the forwarding address provided by the Tenants on the Condition Inspection Report, on March 14, 2013. The Landlord provided copies of the registered mail receipts and tracking numbers in evidence. LF testified that a search of the Canada Post tracking system indicates that the documents were delivered on March 19, 2013.

Based on LF's affirmed testimony and the documentary evidence provided by the Landlord, I am satisfied that both of the Tenants were 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 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 award for unpaid rent for the month of February, 2013?
- May the Landlord apply the security and pet damage deposits in partial satisfaction of its monetary award?

Background and Evidence

LF gave the following testimony:

A copy of the tenancy agreement was provided in evidence. This tenancy began on March 1, 2012 and ended on February 28, 2013. Monthly rent was \$1,500.00 per month, due the first day of each month. The Tenants paid a security deposit in the amount of \$750.00 and a pet damage deposit in the amount of \$250.00 on March 1, 2012, which the Landlord still retains.

The Tenants did not pay rent for the month of February, 2013. They provided two cheques for rent payment, but both of them bounced.

The parties met for a condition inspection at the end of the tenancy. A copy of the Report was provided in evidence. The Tenants declined to authorize the Landlord to apply the security and pet damage deposits towards outstanding rent.

Analysis

I accept LF's undisputed affirmed testimony in its entirety. I find that the Tenants did not pay rent for February and that the Landlord is entitled to a monetary award in the amount of \$1,500.00.

Pursuant to Section 72(2)(b) of the Act, the Landlord may apply the security deposit and pet damage deposit towards partial satisfaction of its monetary award. No interest has accrued on the security deposit.

The Landlord has been successful in its application and is entitled to recover the cost of the \$50.00 filing fee from the Tenants.

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

Unpaid rent	\$1,500.00
Recovery of the filing fee	<u>\$50.00</u>
Subtotal	\$1,550.00
Less deposits (\$750.00 + \$250.00)	<u>-\$1,000.00</u>
TOTAL AMOUNT DUE TO THE LANDLORD AFTER SET-OFF	\$550.00

Conclusion

I hereby provide the Landlord with a Monetary Order in the amount of **\$550.00** 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 07, 2013

Residential Tenancy Branch

