



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR OPB MND MNR MNDC FF

Preliminary Issues

At the outset of this proceeding the Landlords confirmed they regained possession of the unit once the Tenant had vacated on May 15, 2013. Therefore, they were withdrawing their request for Orders of Possession.

Residential Tenancy Rules of Procedure, Rule 2.3 states that, in the course of the dispute resolution proceeding, if the arbitrator determines that it is appropriate to do so, he or she may dismiss the unrelated disputes contained in a single application with or without leave to reapply.

Upon review of the Landlords' application I have determined that I will not deal with all the dispute issues the Landlords have placed on their application. Not all the claims on this application are sufficiently related to the main issue relating to the Notice to end tenancy. The Landlords confirmed that at the time they filed their application the Tenant was still occupying the rental unit so they were not able to provide a detail account of the damage. Therefore, I will deal with the Landlords' request for unpaid rent and I dismiss the claim for damages with leave to re-apply.

Introduction

This hearing dealt with an Application for Dispute Resolution filed on March 14, 2013, by the Landlords to obtain a Monetary Order for unpaid rent and to recover the cost of the filing fee from the Tenant for this application.

The Landlords affirmed that they personally served the Tenant with the notice of hearing documents at the rental unit on May 15, 2013. Based on the submissions of the Landlords I find the Tenant was sufficiently served notice of this proceeding, in accordance with the Act, and I proceeded in the absence of the Tenant.

Issue(s) to be Decided

Should the Landlords be granted a Monetary Order?

Background and Evidence

The Landlords submitted documentary evidence which included, among other things, copies of: the tenancy agreement; a 10 Day Notice to end tenancy; and photos of the rental unit.

The parties entered into a written fixed term tenancy agreement that began on November 15, 2012 and was set to switch to a month to month tenancy on May 15, 2013. Rent was payable on the first of each month in the amount of \$750.00 and on November 15, 2012, the Tenant paid \$375.00 as the security deposit.

The Landlords testified that when the Tenant failed to pay rent on May 1, 2013, they posted a 10 Day Notice to the front and back door along with photos of the unit. When they attended the unit on May 15, 2013 to serve the hearing documents to the Tenant, he was in the process of moving out and refused to pay the May 2013 rent. They are wishing to proceed with their request for May rent.

Analysis

Given the evidence before me, in the absence of any evidence from the Tenant who did not appear despite being properly served with notice of this proceeding, I accept the version of events as discussed by the Landlords and corroborated by their evidence.

Section 26 of the Act stipulates that a tenant must pay rent in accordance with the tenancy agreement.

In this case, the Tenant failed to pay May rent in accordance with the tenancy agreement, which I find to be in breach of section 26 of the Act. Accordingly, I award the Landlords a monetary claim for unpaid rent of **\$750.00**.

The Landlords have been successful with their application; therefore, I award recovery of the **\$50.00** filing fee.

Any deposits currently held by the Landlords are to be administered in accordance with the *Residential Tenancy Act*.

Conclusion

The Landlords have been awarded a Monetary Order in the amount of **\$800.00** (\$750.00 + \$50.00). This Order is legally binding and must be served upon the Tenant. In the event that the Tenant does not comply with this Order it may be filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

The Landlords' claim for damages is HEREBY DISMISSED, with leave to reapply.

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 10, 2013

Residential Tenancy Branch

