



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNR; MNSD; FF

Introduction

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

The Landlord ("GA") gave affirmed testimony at the Hearing.

GA testified that the Notice of Hearing documents were mailed to the Tenant, via registered mail, on March 28, 2013. The Landlords provided the receipt and tracking numbers in evidence. GA stated that the documents were sent to the address the Tenant gave during a previous Hearing on March 4, 2013. He stated that the documents were returned to him "unclaimed" on April 2, 2013.

Based on the GA's affirmed testimony and the documentary evidence provided, I am satisfied that the Tenant was duly served with the Notice of Hearing documents pursuant to the provisions of Section 89(1)(c) of the Act. Failure to accept delivery of documents served in accordance with the Act does not affect the service provisions of the Act. Despite being served with the Notice of Hearing documents, the Tenant did not sign into the teleconference and the Hearing proceeded in her absence.

Issues to be Decided

- Are the Landlords entitled to a monetary award for unpaid rent for the month of February, 2013?

Background and Evidence

GA gave the following testimony:

A copy of the tenancy agreement was provided in evidence. This tenancy began on June 1, 2012. Monthly rent was \$1,400.00, due the first day of each month. The Tenant paid a security deposit in the amount of \$700.00 at the beginning of the tenancy.

The Tenant did not pay rent when it was due on February 1, 2013. The Landlord issued and served a Notice to End Tenancy for Unpaid Rent, which the Tenant disputed. The Tenant's application was heard on March 4, 2013. A Decision was rendered on March 6, 2013, a copy of which was provided in evidence.

Analysis

On March 4, 2013, the Tenant's application to cancel the Notice to End Tenancy and for compensation for damage or loss under the Act, regulation or tenancy agreement was heard. During the course of that hearing, it was determined that the Tenant had moved out of the rental unit on March 1, 2013, and therefore she withdrew her application to cancel the Notice.

The Tenant's application for compensation was dismissed and the arbitrator found that the Tenant had no right under the Act to withhold rent for the month of February, 2013.

Based on GA's undisputed affirmed testimony and the documentary evidence provided, I find that the Landlords are entitled to unpaid rent for the month of February, 2013.

Pursuant to Section 72(2)(b) of the Act, the Landlords may apply the security deposit towards partial satisfaction of their monetary award. No interest has accrued on the security deposit.

The Landlords have been successful in their application and I find that they are entitled to recover the cost of the \$50.00 filing fee from the Tenant.

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

Unpaid rent for February, 2013	\$1,400.00
Recovery of the filing fee	<u>\$50.00</u>
Subtotal	\$1,450.00
Less security deposit	<u>- \$700.00</u>
TOTAL AMOUNT DUE TO THE LANDLORDS AFTER SET-OFF	\$750.00

Conclusion

I hereby provide the Landlords with a Monetary Order in the amount of **\$750.00** 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: June 21, 2013

Residential Tenancy Branch

