



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding East Kootenay Realty Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: OPR; MNR; MNSD; FF

Introduction

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

The Landlord's agents gave affirmed testimony at the Hearing.

The Landlord's agents testified that the Notice of Hearing documents were mailed to each of the Tenants, via registered mail, to the rental unit on June 26, 2013. The Landlord provided proof of service documents and copies of the receipts and tracking numbers in evidence.

Based on the affirmed testimony of the Landlord's agents 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.

Preliminary Matter

At the outset of the Hearing, the Landlord's agents withdrew their application for an Order of Possession because the Tenants moved out of the rental unit on July 5, 2013.

Issues to be Decided

- Is the Landlord entitled to a Monetary Order, and if so, in what amount?

Background and Evidence

The Landlord's agents gave the following testimony:

This tenancy began on October 22, 2012. Monthly rent was \$900.00, due the first day of each month. The Tenants paid a security deposit in the amount of \$450.00 and a pet damage deposit of \$450.00 on October 19, 2012.

The Tenants only paid \$600.00 rent for the month of May, 2013, and did not pay any rent for the month of June, 2013. On June 7, 2013, the Landlord's agent WS served the Tenants with a 10 Day Notice to End Tenancy for Unpaid Rent by hand delivering it to the Tenants at the rental unit.

The Landlord's agents testified that the Tenants have not paid any of the outstanding rent.

Analysis

I accept the Landlord's undisputed evidence that the Tenants were served with the Notice to End Tenancy on June 7, 2013, and that the Tenants did not pay all of the arrears, or file for dispute resolution, within 5 days of receiving the documents. I also accept the Landlord's agents' testimony that the Tenants did not pay any of the outstanding rent.

I find that the Landlord has established a monetary award of \$1,200.00 in unpaid rent.

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

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

The Landlord has established a monetary claim as follows:

Unpaid rent	\$1,200.00
Recovery of the filing fee	<u>\$50.00</u>
Subtotal	\$1,250.00
Less security deposit and pet damage deposit	<u>- \$900.00</u>
TOTAL AMOUNT DUE TO THE LANDLORD AFTER SET-OFF	\$350.00

Conclusion

I hereby provide the Landlord with a Monetary Order in the amount of **\$350.00** 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: July 29, 2013

Residential Tenancy Branch