



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

This hearing was scheduled to deal with the landlord's application for an Order of Possession for unpaid rent and a Monetary Order for unpaid rent; and, authority to retain the security deposit. The tenant did not appear at the hearing. The landlord submitted that the landlord's originally filed Application for Dispute Resolution and evidence were sent to the tenant via two registered mail packages on July 23, 2013 at the rental unit. The landlord also submitted that the amended Application for Dispute Resolution was sent to the tenant via registered mail on August 1, 2013 at the rental unit. The landlord provided registered mail tracking numbers as proof of service. The registered mail sent August 1, 2013 was returned to the landlord. The landlord testified that the tenant was residing at the rental unit until August 5, 2013.

I was satisfied the landlord served the tenant with both the original Application and the amended Application, and evidence, in a manner that complies with the Act and I continued to hear from the landlord without the tenant present.

Preliminary and Procedural Matters

As the landlord confirmed that the tenant has since vacated the rental unit an Order of Possession was no longer required and I do not provide one with this decision.

During the hearing, the landlord requested the Application be amended again to withdraw her request to retain the security deposit as the tenant has not provided a forwarding address and with the understanding that it shall be administered in accordance with the Act. As the Act provides for the return of security deposits and the tenant remains at liberty to seek its return I found the landlord's request non-prejudicial to the tenant and I amended the Application accordingly. Therefore, I make no award with respect to the security deposit and it shall be administered in accordance with the Act.

In light of the above, the remainder of this decision deals with the landlords' request to recover unpaid rent only.

Issue(s) to be Decided

Have the landlords established an entitlement to recover unpaid rent from the tenant?

Background and Evidence

The tenancy commenced September 1, 2012 for a one year fixed term set to expire August 31, 2013. Accordingly to the written tenancy agreement, the tenant was required to pay rent of \$1,400.00 on the 1st day of every month; however, the tenant was having difficulty meeting her obligation to do so and the landlords agreed to accept \$700.00 on the 1st and 15th of every month.

The tenant had been served with several Notices to End Tenancy with the most recent Notices being a 1 Month Notice to End Tenancy for Cause issued July 7, 2013 with an effective date of August 31, 2013 and a 10 Day Notice to End Tenancy for Unpaid Rent issued July 12, 2013 with an effective date of July 25, 2013. The landlord testified that the tenant returned possession of the rental unit on August 5, 2013.

The landlord submitted that, including the month of August 2013, the tenant owes the landlords \$2,630.00 in unpaid rent. In support of the landlords' claim for unpaid rent was a ledger prepared by the landlords for the period of September 1, 2013 through July 15, 2013 based upon receipts issued throughout the tenancy. The ledger shows that as of July 15, 2013 rent of \$1,230.00 was outstanding. When August 2013 rent is added to this balance the result is \$2,630.00.

I noted that the landlords' amended Application for Dispute Resolution indicates the landlords are seeking recovery of only \$2,530.00. The landlord explained that \$2,530.00 was calculated in error but since that is the amount communicated to the tenant as owing the landlord was prepared to accept an award of \$2,530.00.

In addition to the ledger, I was also provided copies of the tenancy agreement; rent receipts, several 10 Day Notices to End Tenancy for Unpaid Rent; a 1 Month Notice to End Tenancy for Cause; and, numerous email communications between the parties.

Analysis

Under the Act, a tenant is required to pay rent in accordance with the tenancy agreement. I accept that the tenant agreed to pay rent of \$1,400.00 per month up to and including the month of August 2013 when she entered into the tenancy agreement.

Based upon the landlord's undisputed evidence, I accept that the tenant is liable to compensate the landlords \$2,630.00 for unpaid and/or loss of rent for months up to and including August 2013 due to her violation of the tenancy agreement and the Act. However, I limit the amount awarded to the landlords to \$2,530.00 – the amount stated on the landlord's Application for Dispute Resolution.

I further award the landlord recovery of the \$50.00 filing fee.

In light of the above, the landlords are provided a Monetary Order in the sum of \$2,580.00 [\$2,530.00 + \$50.00] to serve upon the tenant and enforce as necessary.

As stated previously in the Introduction of this decision, I have made no award with respect to the security deposit and it is to be administered in accordance with the Act.

Conclusion

The landlords have been provided a Monetary Order in the sum of \$2,580.00 to serve and enforce as necessary.

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: September 24, 2013

Residential Tenancy Branch

