



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Action Wireline Services Ltd
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MNSD

Introduction

This hearing was convened by way of conference call in response to the landlord's application for an Order of Possession for unpaid rent and utilities; for a Monetary Order for unpaid rent and utilities; and for an Order permitting the landlord to keep all or part of the tenants' security deposit.

Service of the hearing documents, by the landlord to the tenant, was done in accordance with section 89 of the *Act*; the landlord testifies that the two female tenants were served in person on June 14, 2013. The male tenant had already moved from the unit and was not served.

The landlord appeared, gave sworn testimony, was provided the opportunity to present evidence orally, in writing, and in documentary form. There was no appearance for the tenants, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. All of the testimony and documentary evidence was carefully considered.

At the outset of the hearing the landlord advised that the tenants are no longer residing in the rental unit, and therefore, the landlord withdraws the application for an Order of Possession.

Issue(s) to be Decided

- Is the landlord entitled to a Monetary Order to recover unpaid rent and utilities?
- Is the landlord permitted to keep the security deposit?

Background and Evidence

The landlord testifies that this tenancy started on August 01, 2011 for a month to month tenancy. Rent for this unit was \$1,850.00 per month and was due on the first day of each month in advance. The tenant paid a security deposit of \$925.00 on August 01, 2011.

The landlord testifies that the tenants failed to pay rent for May or June 2013. The total amount of outstanding rent is \$3,700.00. The landlord testifies that the tenants were served a 10 Day Notice for unpaid rent on June 02, 2013. This Notice informed the tenants that they owed rent of \$3,700.00 and utilities of \$269.01. The tenants had five days to pay the rent and utilities or dispute the Notice or the Notice would become effective on June 11, 2013.

The landlord testifies that the tenants did not make any payments to the landlord and the male tenant vacated the unit around the first week of June. The two female tenants vacated the unit on or about June 12, 2013.

The landlord seeks an Order to keep the security despot in partial satisfaction of this claim and seeks a Monetary Order for the balance.

Analysis

When a landlord names three tenants on an application then the landlord has to serve all three tenants with the application and notices of hearing. In this case the landlord

was only able to serve the two female tenants therefore I cannot determine that the male tenant has been served with the landlord application or notice of hearing and the male tenants name will not be included on any Orders issued.

The two tenants who were served did not appear at the hearing to dispute the landlord's claims, despite having been given a Notice of the hearing; therefore, in the absence of any evidence from the tenants, I have carefully considered the landlords documentary evidence and sworn testimony before me.

I refer the parties to s. 26 of the *Act* which states:

A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

I am therefore satisfied with the undisputed evidence and testimony before me that the tenants failed to pay rent for May and June to a total amount of \$3,700.00 and failed to pay utilities of \$269.01. A landlord is entitled to recover rent for the whole of the month of June even though the tenants did vacate on or about June 12, 2013 as the landlord would be unable to rent the unit for the remainder of the month of June. The landlord is therefore entitled to a Monetary Order to recover this sum pursuant to s. 67 of the *Act*.

I Order the landlord to keep the tenants security deposit of \$925.00 in partial satisfaction of this monetary claim pursuant to s. 38(4)(b) of the *Act*. A Monetary Order has been issued to the landlord for the following amount:

Unpaid rent	\$3,700.00
Unpaid utilities	\$269.01
Less security deposit	(-\$925.00)
Total amount due to the landlord	\$3,044.01

Conclusion

I HEREBY FIND in favor of the landlord's monetary claim. A copy of the landlord's decision will be accompanied by a Monetary Order for **\$3,044.01**. The order must be served on the respondents served with the hearing documents and is enforceable through the Provincial Court 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 15, 2013

Residential Tenancy Branch