



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNR, OPR, MNSD

Introduction

This is an application for an Order of Possession based on a Notice to End Tenancy for nonpayment of rent, a request for a Monetary Order for \$1400.00, and a request to retain the full security deposit towards the claim.

The applicant(s) testified that the respondent(s) were served with notice of the hearing by registered mail that was mailed on June 27, 2013; however the respondent(s) did not join the conference call that was set up for the hearing.

Pursuant to section 90 of the Residential Tenancy Act, documents sent by registered mail are deemed served five days after mailing and therefore it is my finding that the respondent(s) have been served with notice of the hearing.

All testimony was taken under affirmation.

Issue(s) to be Decided

At the beginning of the hearing the applicant stated that they now have possession of the rental unit as the respondents have vacated, and therefore they are no longer requesting an Order of Possession.

The only issue remaining therefore is whether or not the landlords have established a monetary claim for \$1400.00.

Background and Evidence

The applicants testified that:

- The tenants moved into the rental unit on April 20, 2013 and had paid a security deposit of \$500.00 on April 17, 2013.
- The tenant signed a tenancy agreement agreeing to pay \$950.00 per month rent.
- The tenants only paid \$500.00 of the June 2013 rent and therefore on June 2, 2013 a 10 day Notice to End Tenancy was personally served on the tenants.
- The tenants did not comply with the notice within the 10 day time frame, however they subsequently vacated the rental unit on July 22, 2013; however, no further rent was paid.
- They are therefore requesting an Order for the outstanding rent of \$450.00 for the month of June 2013, and \$950.00 for the month of July 2013 for a total of \$1400.00.

Analysis

It is my finding that the landlords have shown that the tenant signed a tenancy agreement which set the monthly rent at \$950.00.

I also accept the landlord's testimony that the tenants failed to pay \$450.00 of the June 2013 rent, and failed to pay any rent for the month of July 2013.

It is my finding therefore that the tenants are liable for the full \$1400.00 claim by the applicants.

Conclusion

I have allowed the landlords full claim of \$1400.00 and I therefore Order that the landlords may retain the full security deposit of \$500.00, and I've issued a Monetary Order in the amount of \$900.00.

As stated above the request for an Order of Possession has been withdrawn.

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 30, 2013

Residential Tenancy Branch

