



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, FF, OPR, OPC, MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with applications from both the landlords and the tenants under the *Residential Tenancy Act* (the *Act*). The landlords applied for:

- an Order of Possession for unpaid rent and for cause pursuant to section 55;
- a monetary order for unpaid rent and for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- authorization to retain the tenants' security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover the filing fee for this application from the tenants pursuant to section 72.

The tenants applied for:

- cancellation of the landlords' 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 46; and
- authorization to recover their filing fee for this application from the landlords pursuant to section 72.

The tenants did not attend this hearing, although I waited until 11:18 a.m. in order to enable them to connect with this teleconference hearing scheduled for 11:00 a.m. The male landlord (the landlord) attended the hearing and was given a full opportunity to be heard, to present evidence and to make submissions.

The landlords entered into written evidence copies of the 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) issued on August 28, 2013, and the 10 Day Notice issued on September 3, 2013. The landlord testified that he handed the 10 Day Notice to the female tenant on September 3, 2013. I am satisfied that the 10 Day Notice was served to the tenants in accordance with the *Act*.

The landlord testified that he served the landlords' dispute resolution hearing package to the tenants on September 11, 2013. He said that he handed the package to the

female tenant, but the male tenant was present in the rental unit when this occurred. I am satisfied that the landlords served their hearing package to the tenants in accordance with the *Act*.

Rule 10.1 of the Rules of Procedure provides as follows:

10.1 Commencement of the dispute resolution proceeding The dispute resolution proceeding must commence at the scheduled time unless otherwise decided by the Arbitrator. The Arbitrator may conduct the dispute resolution proceeding in the absence of a party and may make a decision or dismiss the application, with or without leave to re-apply.

In the absence of the tenants' participation in this hearing, I order their application dismissed without liberty to reapply.

At the commencement of the hearing, the landlord confirmed the contents of his October 4, 2013 document provided to the Residential Tenancy Branch (the RTB) also on October 4, 2013. He confirmed that the tenants vacated the rental unit on October 1, 2013. He withdrew his application for an Order of Possession as the landlords already have possession of the rental unit. He revised his application for a monetary award from the \$1,875.00 cited in the landlords' original application for dispute resolution to \$375.00, the amount of the tenants' security deposit still held by the landlords. He testified that the tenants abandoned the rental unit without paying any further rent and without leaving their keys or any forwarding address. As requested, the only portion of the landlords' application that I have considered is the landlords' request for a monetary award of \$375.00 for unpaid rent, which the landlord requested to be implemented by an order allowing the landlords to retain the tenants' security deposit. All other portions of the landlords' application are withdrawn.

Issues(s) to be Decided

Are the landlords entitled to a monetary award for unpaid rent? Are the landlords entitled to retain the tenants' security deposit in satisfaction of the monetary award requested?

Background and Evidence

This periodic tenancy began on July 1, 2013. Monthly rent was set at \$750.00, payable in advance on the first of each month. The landlords continue to hold the tenants' \$375.00 security deposit paid on June 4, 2013.

The 10 Day Notice identified \$750.00 in unpaid rent owing as of September 1, 2013. The landlord testified that the tenants did not pay anything further to the landlords after receiving the 10 Day Notice.

Analysis

Based on the undisputed oral and written evidence provided by the landlords, I find that the landlords are entitled to a monetary award in the requested amount of \$375.00 for unpaid rent that remains owing for September 2013. While additional amounts remain owing from this tenancy, the landlord testified that he is only seeking a monetary award of \$375.00. I allow the landlords to keep the tenants' \$375.00 security deposit to satisfy the monetary award issued in the landlords' favour. No interest is payable on the tenants' security deposit during the course of their tenancy.

Conclusion

The tenants' application is dismissed without leave to reapply.

I issue a monetary award of \$375.00 in the landlords' favour for unpaid rent owed to the landlords by the tenants. I order the landlords to retain the tenants' \$375.00 security deposit to satisfy the monetary award issued to the landlords. All other portions of the landlords' application are 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: October 18, 2013

Residential Tenancy Branch

