



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Gramercy Enterprises Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

This hearing dealt with the landlord's application for dispute resolution under the Residential Tenancy Act (the "Act") for an order of possession for the rental unit due to unpaid rent, a monetary order for unpaid rent, for authority to retain the tenants' security deposit, and to recover the filing fee.

The landlord attended the telephone conference call hearing; the tenants did not attend.

The landlord gave evidence that she served each tenant with their Application for Dispute Resolution and Notice of Hearing by leaving it with the tenants on October 18, 2013.

I find the tenants were served notice of this hearing in a manner complying with section 89 of the Residential Tenancy Act (the "Act") and the hearing proceeded in the tenants' absence.

The landlord was provided the opportunity to present her evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Dispute Resolution Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Preliminary matter-The landlord stated that the tenants vacated the rental unit, without notice, on November 5, 2013, and therefore she no longer sought an order of possession for the rental unit. As a result, I have amended the landlord's application, excluding such request.

Issue(s) to be Decided

Is the landlord entitled to a monetary order and to recover the filing fee?

Background and Evidence

The landlord gave evidence that this tenancy began three years ago, monthly rent is \$1850, and a security deposit of \$925 was paid by the tenants at the beginning of the tenancy.

The landlord gave evidence that the tenants have been issued six 10 Day Notices to End Tenancy for Unpaid Rent or Utilities (the "Notice") since April 2013, with the latest Notice being issued to the tenants on September 5, 2013, listing unpaid rent for September in the amount of \$1850. The landlord submitted that the tenants had signed a document for a payment schedule to satisfy the rent deficiency, but have failed to make the payments as promised.

The landlord submitted that the total amount of unpaid rent through October is \$3000.

The landlord further submitted that they issued the tenants a 1 Month Notice to End Tenancy for Cause on September 30, 2013, listing as cause that the tenants have made repeated late payments of rent. The effective end of the tenancy date listed on that Notice was October 31, 2013.

The 1 Month Notice informed the tenants that they had 10 days to file an application for dispute resolution in dispute of the Notice. The Notice also explained that alternatively the tenants had five days to dispute the Notice by making an application for dispute resolution; otherwise, the tenants were conclusively presumed to have accepted the Notice and must vacate the rental unit by the effective date.

The landlord's relevant documentary evidence included copies of the multiple 10 Day Notices and 1 Month Notice issued to the tenants, the payment schedule signed by the tenants, and a tenant ledger sheet.

Analysis

Based on the oral and written evidence and on a balance of probabilities, I find the tenants were served a 10 Day Notice to End Tenancy for Unpaid Rent and did not pay the outstanding rent prior to their departure.

I find the landlord submitted sufficient evidence that the tenants vacated the rental unit owing the landlord unpaid rent in the amount of \$3000 and that they are entitled to a monetary award in the amount.

I also allow the landlord recovery of their filing fee of \$50.

Conclusion

The landlord is granted a monetary award of \$3050, consisting of unpaid rent owed by the tenants in the amount of \$3000 and the filing fee of \$50.

At the landlord's request, I allow the landlord to retain the tenants' security deposit of \$925 in partial satisfaction of their monetary award.

I grant the landlord a final, legally binding monetary order pursuant to section 67 of the Act for the balance due, in the amount of \$2125, which I have enclosed with the landlord's Decision.

Should the tenants fail to pay the landlord this amount without delay after being served the order, the order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an order of that Court. The tenants are advised that costs of such enforcement are recoverable from the tenants.

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* and is being mailed to both the applicant and the respondents.

Dated: November 29, 2013

Residential Tenancy Branch

