Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Kenmark Investments
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes   OPR, MNR

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an Order of Possession for unpaid rent pursuant to section 55; and
- a monetary order for unpaid rent pursuant to section 67.

The tenants did not attend this hearing, although I waited until 3:10 p.m. in order to enable them to connect with this teleconference hearing scheduled for 3:00 p.m. The landlord attended the hearing and was given a full opportunity to be heard, to present sworn testimony, and to make submissions. The landlord testified that she handed the 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) to the tenants on December 2, 2013. The landlord said that she sent a copy of the landlord's dispute resolution hearing package to the tenants by registered mail on December 23, 2013. She entered into written evidence a copy of the Canada Post Tracking Number to confirm this registered mailing. She testified that at that time she was unaware that the tenants had vacated the rental unit during the late hours of December 22, 2013, or the very early hours of December 23, 2013. I am satisfied that the landlord served the tenants with the above documents in accordance with the *Act*. Pursuant to sections 89(1) and 90 of the *Act*, I find that the tenants were deemed served with the landlord's dispute resolution hearing package on December 30, 2013, the fifth business day after its registered mailing.

At the commencement of this hearing, the landlord withdrew the application for an Order of Possession, as the tenants abandoned the rental unit on either the night of December 22, 2013, or the early hours of December 23, 2013. As the landlord already has possession of the rental unit, the landlord's application for an Order of Possession is withdrawn.

Issues(s) to be Decided
Is the landlord entitled to a monetary award for unpaid rent?

Background and Evidence

This one-year fixed term tenancy commenced on October 1, 2013. Monthly rent was set at $720.00, payable in advance on the first of each month. The landlord continues to hold the tenants' $360.00 security deposit paid on October 1, 2013.

The landlord testified that the tenants have not paid anything further to this tenancy since the landlord issued the 10 Day Notice seeking the payment of $720.00 in outstanding rent for December 2013.

Analysis

Based on the landlord's undisputed sworn testimony and written evidence, I find that the landlord is entitled to a monetary award of $720.00 for unpaid rent owing from December 2013, the amount requested in the landlord's application for dispute resolution. Although the landlord's application does not seek to retain the tenants' security deposit, using the offsetting provisions of section 72 of the *Act*, I allow the landlord to retain the tenants' security deposit plus applicable interest in partial satisfaction of the monetary award. No interest is payable over this period.

Conclusion

I issue a monetary award in the amount of $360.00 in the landlord's favour, an amount which allows the landlord to recover $720.00 in unpaid rent owing for December 2013, less the security deposit held by the landlord. I order the landlord to retain the tenants' security deposit in partial satisfaction of the landlord's monetary award.

The landlord is provided with these Orders in the above terms and the tenant(s) must be served with this Order as soon as possible. Should the tenant(s) fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders 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: January 06, 2014

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Residential Tenancy Branch