



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

This hearing was convened by way of conference call concerning an application made by the landlords for an Order of Possession for unpaid rent or utilities; for a monetary order for unpaid rent or utilities; for an order permitting the landlords to keep all or part of the pet damage deposit or security deposit; and to recover the filing fee from the tenant for the cost of the application.

One of the landlords attended the hearing, gave affirmed testimony, and provided evidentiary material to the Residential Tenancy Branch and to the tenant prior to the commencement of the hearing. However, despite being personally served with the Landlord's Application for Dispute Resolution, evidence and notice of hearing, no one for the tenant attended the hearing. The landlord testified that the documents were served on March 4, 2014 personally, and I am satisfied that the tenant has been served in accordance with the *Residential Tenancy Act*.

During the course of the hearing, the landlord testified that the tenant has vacated the rental unit, and therefore, the landlord withdraws the application for an Order of Possession.

All evidence and testimony provided has been reviewed and is considered in this Decision.

Issue(s) to be Decided

The issues remaining to be decided are:

- Has the landlord established a monetary claim as against the tenant for unpaid rent or utilities?

- Is the landlord entitled to keep all or part of the pet damage deposit or security deposit in full or partial satisfaction of the claim?

Background and Evidence

The landlord testified that this month-to-month tenancy began on February 1, 2013. Rent in the amount of \$1,900.00 per month was payable in advance on the 1st day of each month. At the outset of the tenancy the landlord collected a security deposit from the tenant in the amount of \$900.00 which is still held in trust by the landlords.

The landlord further testified that the tenant usually paid the rent by way of a direct deposit into the landlords' bank account, however upon noticing that there was no rent deposited for the month of February, 2014 the landlord spoke to the tenant who did not have the money. On February 8, 2014 the landlord collected \$700.00, and no rent has been paid since.

The landlord served the tenant with a notice to end tenancy but did not indicate an effective date of vacancy on the form. The tenant moved out of the rental unit sometime between March 5 and 11, 2014 without paying any rent for March. The landlord has re-rented the rental unit, and requests an order permitting the landlords to keep the security deposit and for a monetary order for the balance owing.

Analysis

In the absence of any evidence to the contrary, I find that the tenant owes the landlord \$1,200.00 for February's rent and \$1,900.00 for the month of March, 2014. The tenant has not disputed the notice and has not attended the hearing, and I find that the landlords are entitled to keep the security deposit in partial satisfaction of the claim.

Since the landlords have been successful with the application, the landlords are also entitled to recovery of the \$50.00 filing fee for the cost of the application.

Conclusion

For the reasons set out above, the landlords' application for an Order of Possession is hereby dismissed as withdrawn.

I hereby order the landlords to keep the security deposit in the amount of \$900.00 and I grant the landlords a monetary order as against the tenant pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$2,250.00.

This order is final and binding and may be enforced.

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: April 16, 2014

Residential Tenancy Branch

