



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR MNR

Introduction

This matter was originally considered as a Direct Request proceeding, pursuant to section 55(4) of the Act. On March 10, 2014 I considered the landlord's application and evidence, and I found that the tenancy agreement the landlord submitted indicated that the rental agreement between the parties may not fall within the jurisdiction of the Act. I found that the matter could not proceed by Direct Request, and I ordered that the matter be reconvened as a teleconference hearing.

The hearing reconvened on May 1, 2014. The landlord participated in the teleconference hearing, but the tenants did not.

The landlord stated that he personally served the tenants with the Notice of Reconvened Hearing. I accepted the landlord's testimony regarding service of notice of the hearing, and I proceeded with the hearing in the tenants' absence.

On May 1, 2014, the landlord stated that the tenants had vacated the rental unit on April 30, 2014. I therefore dismissed the portion of the application regarding an order of possession.

Preliminary Issue – Jurisdiction

In the hearing the landlord gave testimony that the tenants were required to pay a fixed rent of \$670 every four weeks. I was satisfied that the agreement between the landlord and the tenants was a residential tenancy agreement, not an agreement for living accommodation occupied as vacation or travel accommodation, and I therefore had jurisdiction to hear the application.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on September 1, 2013. The rental rate was \$670 every four weeks. At the outset of the tenancy the tenants paid a security deposit of \$335.

The landlord stated that beginning in January 2014 the tenants only made partial payment of \$315 every four weeks, leaving a balance of \$355 in unpaid rent for each rental period. The landlord stated that as of May 1, 2014 the tenants owed \$1420 in unpaid rent.

Analysis

I find, based on the tenancy agreement and testimony of the landlord, that the tenants owe \$1420 in unpaid rent. I grant the landlord monetary compensation in this amount.

Conclusion

The landlord is entitled to \$1420. I order the landlord to retain the security deposit of \$355 in partial compensation of this amount, and I grant the landlord an order under section 67 for the balance due of \$1065. This order may be filed in the Small Claims Court and enforced as an order 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: May 9, 2014

Residential Tenancy Branch

