



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OPR, MNR, FF

### Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking an order of possession and a monetary order.

The hearing was conducted via teleconference and was attended by the landlord's agent

The landlord testified each tenant was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* personally on April 4, 2014 in accordance with Section 89. The landlord provided a photograph showing one of the tenants receiving and reading the hearing documents.

In addition the landlord's agent testified that his mother received some phone calls today from an unidentified caller who stated that they had "won the hearing"; that they then hung up and called back several times and hung up.

Based on the testimony of the landlord, I find that each tenant has been sufficiently served with the documents pursuant to the *Act*.

The landlord submitted evidence the day prior to the hearing stating that the tenants had vacated the rental unit on or before April 20, 2014 and that they had caused considerable damage to the rental unit prior to vacating. The landlord confirmed that locks to the rental unit have been changed.

As the landlord has regained possession of the rental unit, I find there is no need for the landlord to obtain an order of possession. Therefore, I amend the landlord's Application to deal solely with unpaid rent issues.

I also note that the landlord had submitted additional evidence regarding the condition of the rental unit after the tenants vacated the rental unit and the agent sought to amend the landlord's claim. However, as the landlord is now unaware of the tenants' location he was not able to serve them with his amended Application. Therefore I decline to amend the landlord's Application to include compensation for damage to the rental unit.

I note, however, the landlord remains at liberty to file a separate Application for Dispute Resolution in accordance with the provisions and deadlines outlined in the *Act*.

### Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent; for all or part of the security deposit and to recover the filing fee from the tenants for the cost of the Application for Dispute Resolution, pursuant to Sections 46, 67, and 72 of the *Act*.

### Background and Evidence

The landlord submitted the following documentary evidence:

- A copy of a residential tenancy agreement which was signed by the parties on December 21, 2013 for a month to month tenancy beginning on December 23, 2014 for the monthly rent of \$850.00 due on the 1<sup>st</sup> of each month and a security deposit of \$425.00 was paid;
- A copy of a handwritten letter dated February 12, 2014 from the landlord to the tenants regarding a discussion between the parties stating that the parties had agreed that because another person moved in to the rental that the rent would increase by \$250.00 per month beginning on January 1, 2014; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent that was issued on March 21, 2014 with an effective vacancy date of March 31, 2014 due to \$1,100.00 in unpaid rent.

Documentary evidence filed by the landlord indicates the tenants failed to pay the full rent owed for the month of March 2014 and that the tenants were served the 10 Day Notice to End Tenancy for Unpaid Rent personally on March 21, 2014.

The Notice states the tenant had five days to pay the rent or apply for Dispute Resolution or the tenancy would end. The tenants did not pay the rent in full or apply to dispute the Notice to End Tenancy within five days. The landlord seeks a monetary order for \$2,200.00 in unpaid rent for March and April 2014; \$250.00 for January 2014; and \$250.00 for February, 2014.

### Analysis

Based on the landlord's undisputed evidence and testimony I accept the rent was increased from \$850.00 to \$1,100.00 with agreement of the tenants because another person had moved into the rental unit.

I further accept the landlord's undisputed evidence and testimony that the tenant's had failed to pay the increased amount of rent for the months of January and February 2014 or any rent for the months of March and April 2014.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 and grant a monetary order in the amount of **\$2,750.00** comprised of \$2,700.00 rent owed and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$425.00 in partial satisfaction of this claim. I grant a monetary order in the amount of \$2,325.00.

This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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 16, 2014

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Residential Tenancy Branch

