



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Century Club Suites
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for an order of possession and a monetary order for unpaid rent and to recover the RTB filing fee.

A representative of the landlord attended the teleconference hearing and gave evidence, but the tenants did not attend. The landlord gave evidence that she served the tenants with the Notice of a Dispute Resolution Hearing and Landlord's Application for Dispute Resolution by registered mail on March 3, 2014. I find the tenants were properly served.

Issue(s) to be Decided

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary order for unpaid rent?

Background and Evidence

The landlord provided a copy of the tenancy agreement signed by the parties on September 16, 2011, which indicates the tenancy started October 1, 2011 and the tenants were initially obligated to pay \$1,185.00 rent monthly in advance of the first day of the month. The landlord gave evidence that the rent was later increased to \$1,205.00. The landlord gave evidence that the tenants paid a security deposit of \$592.50, a pet deposit of \$592.50, and a remote/key deposit of \$30.00. The tenancy agreement provides for a \$20.00 late rent fee.

The landlord gave evidence that she served the tenants with a Notice to End Tenancy for Unpaid Rent (the "Notice") on February 3, 2014 by posting the Notice on the tenants' door. Section 90 provides that a Notice served in this manner is deemed to be received by the tenants three days later, on February 6, 2014.

The Notice states the tenants failed to pay \$1,205.00 rent that was due on February 1, 2014. The landlord gave evidence that the tenants made no further payments after the Notice was served, and they vacated the rental unit on February 28, 2014. Since the tenants have moved out, the landlord withdraws her claim for an order of possession.

The landlord gave evidence that she kept the \$30.00 remote/key deposit because the tenants did not return the remote/key.

Analysis

I find the tenants received the Notice on February 6, 2014. I accept the landlord's evidence that the tenants made no further payments after they received the Notice and they did not vacate the rental unit until February 28, 2014.

I find the landlord is entitled to a monetary order for February 2014 rent and \$20.00 late fee, and to recover the RTB filing fee of \$50.00. The total due the landlord is \$1,275.00. I order that the landlord retain the security deposit of \$592.50 and the pet deposit of \$592.50 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$90.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order for \$90.00. The landlord is also entitled to retain the security deposit and the pet deposit.

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 07, 2014

Residential Tenancy Branch

