



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, OPR, MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with cross applications. The tenants applied to cancel a 10 Day Notice to End Tenancy for Unpaid Rent. The landlord applied for an Order of Possession for unpaid rent and a Monetary Order for unpaid rent for May 2014 as well as authorization to retain the security deposit. Both parties appeared or were represented at the hearing and were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Rules of Procedure, and to respond to the submissions of the other party.

Preliminary and Procedural Matters

I was provided testimony that the male tenant was not served with the landlord's Application for Dispute Resolution in a manner that complies with section 89(2) of the Act. However, since the male tenant appeared at the hearing, confirmed he had seen the landlord's Application for Dispute Resolution, and was prepared to respond to the landlord's claims I deemed the male tenant sufficiently served in accordance with the authority afforded me under section 71 of the Act.

I was also provided testimony that the landlord was not served with the tenant's Application for Dispute Resolution in a manner that complies with the Act; however, the landlord confirmed receipt of the tenant's Application for Dispute Resolution and was represented at the hearing. As such, I deemed the landlord sufficiently served with the tenants' Application for Dispute Resolution under section 71 of the Act.

I heard undisputed testimony that the tenants have since vacated the rental unit. As such, I found the tenants' request to cancel the 10 Day Notice and the landlord's request for an Order of Possession to be moot issues. Both parties agreed that the outstanding issue pertained to the landlord's monetary claim.

In filing the landlord's Application for Dispute Resolution the landlord sought recovery of unpaid rent for May 2014; however, by way of a written submissions the landlord sought to increase the monetary claim. As the landlord's Application for Dispute Resolution was not amended in accordance with the Rules of Procedure and the tenants indicated they were not agreeable to dealing with an amended claim I did not deal with requests for additional compensation outlined in the written submissions. The parties were informed that the landlord is at liberty to seek compensation for those other damages and losses by way of another Application for Dispute Resolution and this proceeding would deal with the landlord's monetary claims as identified on the landlord's Application for Dispute Resolution.

Issue(s) to be Decided

1. Is the landlord entitled to compensation for unpaid rent for May 2014?
2. Is the landlord authorized to retain the security deposit?

Background and Evidence

The tenants paid a security deposit of \$725.00 and were required to pay rent of \$1,450.00 on the 1st day of every month. The tenants failed to pay rent for May 2014 and on May 11, 2014 the landlord's agent served the tenants with a 10 Day Notice to End Tenancy for Unpaid Rent. The tenants vacated the rental unit on June 1, 2014 and on June 5, 2014 the tenant authorized the landlord to retain the security deposit in partial satisfaction of the unpaid rent.

The landlord seeks recovery of the remaining balance of outstanding rent for May 2014 in the amount of \$725.00 and recovery of the filing fee paid for this application. The tenants were agreeable to compensating the landlord for these amounts.

Analysis

Based upon the undisputed evidence before me, I find the tenants were required to pay rent of \$1,450.00 to the landlord for the month of May 2014 and failed to do so. The tenant authorized and for further certainty I authorize the landlord to retain the tenants' security deposit in partial satisfaction of unpaid rent. Therefore, I award the landlord the balance of unpaid rent in the amount of \$725.00 for the month of May 2014; and, I further award the landlord recovery of the \$50.00 filing fee.

In light of the above, the landlord is provided a Monetary Order in the total amount of \$775.00 to serve upon the tenants and enforce as necessary.

Conclusion

The landlord has been authorized to retain the security deposit and has been provided a Monetary Order for the balance of \$775.00.

The tenants' Application for Dispute Resolution has been dismissed.

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: July 08, 2014

Residential Tenancy Branch

