

# **Dispute Resolution Services**

Residential Tenancy Branch Office of Housing and Construction Standards

A matter regarding Bristol Estates and [tenant name suppressed to protect privacy]

### DECISION

Dispute Codes OPR, MNR, MNDC, MNSD, FF

### Introduction

This is an application filed by the landlord for an order of possession and a monetary order for unpaid rent or utilities, for money owed or compensation for damage or loss, to keep all or part of the security deposit and recovery of the filing fee.

The landlord attended the hearing by conference call and gave undisputed testimony. The tenants did not attend or submit any documentary evidence. The landlord states that both tenants were served with the notice of hearing package and the submitted documentary evidence by Canada Post Registered Mail on May 14, 2014. The landlord has submitted copies of the Canada Post Customer Receipt Tracking number as confirmation. At the outset of the hearing, the landlord stated that possession was no longer an issue as the tenant has vacated the rental unit and the landlord had possession of the rental unit on May 31, 2014. I accept the undisputed evidence of the landlord and find that the tenants have both been properly served with the notice of hearing and the submitted documentary evidence.

### Issue(s) to be Decided

Is the landlord entitled to a monetary order? Is the landlord entitled to retain the security deposit?

### Background and Evidence

This tenancy began on October 1, 2012 on a fixed term tenancy until September 30, 2013 then thereafter on a month to month basis as shown by the submitted copy of the signed tenancy agreement. The monthly rent was \$1,100.00 which was later increased to \$1,124.00 through a notice of a rent increase. A security deposit of \$550.00 and a pet damage deposit of \$550.00 were paid on September 5, 2012.

The landlord states that the tenants were served with the 10 day notice to end tenancy issued for unpaid rent dated May 2, 2014 by posting it to the rental unit door on the same date. The notice states that the tenants failed to pay rent of \$1,124.00 that was due on May 1, 2014. The notice displays an effective end of tenancy date of May 12, 2014. The landlord states that since the notice was served that the tenant has failed to pay any rent as of the date of this hearing.

The landlord seeks a monetary order for \$1,149.00 which consists of \$1,124.00 in monthly rent and \$25.00 for a late rent fee as provided in clause #12 of the signed tenancy agreement which was initialed by the tenant.

## <u>Analysis</u>

I accept the undisputed evidence of the landlord and find that the tenants were properly served with the 10 day notice to end tenancy issued for unpaid rent. The tenants failed to pay the amount owed within the allowed timeframe nor did they file an application for dispute resolution to dispute the notice. The tenants vacated the rental unit at the end of May 2014. The landlord has established a claim for \$1,149.00 in unpaid rent and a late rent fee charge. The landlord is also entitled to recovery of the \$50.00 filing fee. I order that the landlord retain the \$550.00 security deposit and the \$550.00 pet damage deposit in partial satisfaction of the claim and I grant a monetary order under section 67 for the balance due of \$99.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

### **Conclusion**

The landlord is granted a monetary order for \$99.00. The landlord may retain the security and the pet damage deposits.

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 03, 2014

Residential Tenancy Branch