



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

Dispute Codes MNR, MNSD, OPR, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlords for an order of possession, for a monetary order and an order to retain the security deposit in partial satisfaction of the claim.

Although served with the Application for Dispute Resolution and Notice of Hearing in person on March 27, 2014, the tenant did not appear. I find that the tenant has been duly served in accordance with the Act.

Preliminary matter

At the outset of the hearing the landlord stated that the tenant vacated the rental unit and an order of possession is no longer required.

Issues to be Decided

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

Is the landlord entitled to retain the security deposit in partial satisfaction of the claim?

Background and Evidence

Based on the testimony of the landlord, I find that the tenant was served with a Notice to End Tenancy for non-payment of rent. The tenant has not paid all the outstanding rent and did not apply to dispute the Notice and is therefore conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice. The tenant vacated the rental unit on March 13, 2014.

The landlord testified that the notice to end tenancy was for unpaid rent for February in the amount of \$1,250.00 and rent arrears of \$500.00. The landlord stated the tenant did not pay any rent for March 2014, leaving an outstanding balance of unpaid rent in the amount of \$3,000.00.

The landlord stated that they received a recent payment of \$1,400.00 from the tenant and that amount should be applied towards the outstanding rent of \$3,000.00 leaving a balance due of \$1,600.00. The landlord stated the security should not be applied to

offset the balance owed as the parties had agreed that the security deposit would be applied to unpaid rent for January 2014.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

Although the landlords are entitled to an order of possession in these circumstances, the tenant has vacated the rental unit and therefore, an order of possession is no longer required.

In this case, the evidence of the landlord was that the tenant failed to all rent owed under the terms of the tenancy agreement. I find the tenant has breached the Act, when they failed to pay rent.

I find the landlords have established a total monetary claim of **\$1,650.00** comprised of the balance of rent owed for February, March 2014, and the \$50.00 fee paid by the landlords for this application. I grant the landlords an order under section 67 of the Act.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

Conclusion

The tenant failed to pay rent and did not file to dispute the Notice to End Tenancy, and vacated the rental unit. Therefore, an order of possession is not required.

The landlords are granted a monetary order for rent due.

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 17, 2014

Residential Tenancy Branch

