



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, MND, MNR, MNDC, FF

### Introduction

This hearing dealt with the landlords' application for dispute resolution under the Residential Tenancy Act (the "Act"). The landlords applied for authority to retain the tenant's security deposit, a monetary order for money owed or compensation for damage or loss, unpaid rent, and alleged damage to the rental unit, and for recovery of the filing fee paid for this application.

The landlords attended the telephone conference call hearing; the tenant did not attend.

The landlord stated that they served the tenant with their Application for Dispute Resolution and Notice of Hearing by registered mail on May 30, 2014. The landlords provided the tracking number of the registered mail and stated that the tenant signed for and collected the registered mail on June 4, 2014.

Based upon the submissions of the landlords, I find the tenant was served notice of this hearing in a manner complying with section 89(1) of the Residential Tenancy Act and the hearing proceeded in the tenant's absence.

The landlord was provided the opportunity to present his evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and documentary evidence before me that met the requirements of the Dispute Resolution Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Issue(s) to be Decided

Are the landlords entitled to retain the tenant's security deposit, further monetary compensation, and for recovery of the filing fee paid for this application?

Background and Evidence

The written tenancy agreement submitted by the landlords shows that this tenancy began on June 1, 2011, monthly rent was \$550, and the tenant paid a security deposit of \$275 at the beginning of the tenancy.

The landlords stated that the tenant vacated the rental unit at the end of April 2014.

The landlord's monetary claim is for unpaid rent in the amount of \$3000, which is an accumulation of deficient rent payments during the course of the tenancy.

The landlord submitted that they serve the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the "Notice") on April 18, 2014, listing a rent deficiency as of April 1, 2014, in the amount of \$3000. The landlords stated that the tenant paid only a portion of the rent for November 2013, and no rent for December 2013, January, February, March, and April 2014.

The landlord's relevant additional documentary evidence included a tenant ledger sheet and the Notice.

Analysis

Under section 26 of the Act, a tenant is required to pay rent in accordance with the terms of the tenancy agreement and is not permitted to withhold rent without the legal right to do so.

In the case before me, I accept the landlord's undisputed evidence that the tenant failed to pay rent in accordance with the terms of the tenancy agreement, leaving a rent deficiency in the amount of \$3000, and that they are entitled to a monetary award in that amount.

I also award the landlord recovery of the filing fee of \$50.

I therefore find the landlord has established an entitlement to a monetary award of \$3050, comprised of unpaid rent of \$3000 and recovery of the filing fee of \$50.

Conclusion

The landlords' application for monetary compensation for \$3050 is granted.

As the landlords requested to retain the tenant's security deposit, I direct that they retain that deposit of \$275 in partial satisfaction of their monetary award of \$3050.

I additionally grant the landlords a final, legally binding monetary order pursuant to section 67 of the Act for the balance due in the amount of \$2775, which is enclosed with the landlords' Decision.

Should the tenant fail to pay the landlords this amount without delay after being served the order, the monetary order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an Order of that Court. The tenant is advised that costs of such enforcement may be recoverable from the tenant.

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: October 1, 2014

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Residential Tenancy Branch

