



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding GOLDEN SUN TRADING COMPANY  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR, MND, MNR, MNSD, FF

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the “Application”) made by the Landlord for an Order of Possession and a Monetary Order for unpaid rent. The Landlord also applied for a Monetary Order for damage to the rental suite, to retain the Tenants’ security deposit, and to recover the filing fee.

An agent for the Landlord (the “Landlord”) appeared for the hearing and provided affirmed testimony as well as written evidence prior to the hearing. The Landlord testified that he served the Tenants personally with a copy of the Application and the Notice of Hearing documents on October 18, 2014. The Landlord further testified that the Tenants signed his copy of the Application confirming receipt of the documents.

There was no appearance by the Tenants during the ten minute duration of the hearing and there was no submission of written evidence by the Tenants prior to the hearing.

Based on the oral testimony of the Landlord, and in the absence of any evidence from the Tenants to dispute this, I find that the Landlord served the Tenants with the required documents for this hearing in accordance with Section 89(1) (a) of the *Residential Tenancy Act* (the “Act”).

### Preliminary Issues

The Landlord explained that since the time of making this Application, the Tenants had vacated the rental suite and therefore he did not require an Order of Possession which is hereby dismissed accordingly. The Landlord also explained that he was only applying for a Monetary Order for unpaid rent which reflected the total amount being claimed on the Application. Therefore, the Landlord’s Application for damages to the rental unit is hereby dismissed with leave to re-apply.

The hearing continued to hear the Landlord's undisputed evidence for the monetary claim for unpaid rent which I have carefully considered as follows.

#### Issue(s) to be Decided

- Is the Landlord entitled to a Monetary Order for the rental arrears?
- Is the Landlord entitled to keep all of the Tenants' security deposit in partial satisfaction of the Landlord's monetary claim for unpaid rent?

#### Background and Evidence

The Landlord testified that this tenancy began on June 1, 2009 for a fixed term of four months after which it continued on a month to month basis. Rent was established in the written tenancy agreement for the amount of \$750.00 payable by the Tenants on the first day of each month. However, the Landlord explained that this was lowered to \$650.00 per month at some point in 2012.

The Landlord testified that the Tenants had paid a \$375.00 security deposit on May 7, 2009, which the Landlord still retains.

The Landlord testified that the Tenants failed to pay partial rent for May, 2014 and then continued to not pay any rent for the months of June, July, August and September, 2014. By this time the Tenants were in rental arrears for the amount of \$2,950.00.

As a result, the Tenants were personally served with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the "Notice") on September 23, 2014. The Notice, which was provided in written evidence, show that the Tenants failed to pay rent for \$2,950.00 which was due on September 1, 2014. The Notice also show that the vacancy date is October 4, 2014. The Landlord testified that the Tenants had signed his copy of the Notice to verify receipt of it.

The Landlord testified that the Tenants also failed to pay rent for October, 2014 bringing the total rent arrears to **\$3,600.00** for which the Landlord made an Application for. The Landlord explained that the Tenants vacated the rental suite at the end of October, 2014.

#### Analysis

Section 26(1) of the Act requires a Tenant to pay rent when it is due under a tenancy agreement.

Based on the Landlord's oral and written evidence above, including the Notice, I accept the evidence that the Tenants have failed to pay rent to the Landlord in the amount of **\$3,600.00** and the Landlord is awarded this amount accordingly.

As the Landlord has been successful in this matter, the Landlord is entitled to recover the **\$50.00** filing fee pursuant to Section 72(1) of the Act. Therefore, the total amount payable by the Tenants to the Landlord is **\$3,650.00**.

As the Landlord already holds the Tenants' security deposit of **\$375.00**, and no interest is payable on this amount, I order the Landlord to retain this amount in partial satisfaction of the claim awarded, pursuant to Section 38(4) (b) of the Act. As a result, the Landlord is awarded **\$3,275.00**.

### Conclusion

For the reasons set out above, I grant the Landlord a Monetary Order pursuant to Section 67 of the Act in the amount of **\$3,275.00**. This order must be served on the Tenant and may then be enforced in the Provincial Court (Small Claims) as an order of that court.

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: November 26, 2014

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Residential Tenancy Branch

