



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Harob Holdings Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

OPR, MNR

Introduction

This conference call hearing was scheduled in response to the landlord's Application for Dispute Resolution made via the Direct Request Proceeding process on November 17, 2014. The landlord requested an Order of possession for unpaid rent and a monetary Order for unpaid rent.

The application for Direct Request was adjourned to a participatory hearing as only 1 of the 2 tenants had signed the tenancy agreement. The signature on the tenancy agreement was illegible.

The agent for the landlord provided affirmed testimony that on December 5, 2014 the tenants were given notice of this hearing by posting to the tenant's door and placing a copy of the Notice of Reconvened Hearing in the tenant's mail slot. I find that the tenants were served effective December 8, 2014, in accordance with section 9 and 90 of the Act.

I find that the tenants were given notice of the landlord's monetary claim when they were served with the original Notice, given effective November 22, 2014, via registered mail. Therefore, pursuant to Section 71(2) I find that the tenants have each been sufficiently served with Notice of this participatory hearing requesting compensation.

Preliminary Matters

The landlord took possession of the unit on December 15, 2014; the tenants have vacated.

Issue(s) to be decided

Is the landlord entitled to a monetary Order for November 2014 rent in the sum of \$1,300.00?

Background and Evidence

The tenancy commenced on February 1, 2014; rent was \$1,300.00 due on the 1st day of each month. The male tenant signed the tenancy agreement. The tenants paid a security deposit in the sum of \$650.00. A copy of the tenancy agreement was supplied as evidence.

The tenant's did not pay November 2014 rent and eventually vacated as the result of a 10 day Notice ending tenancy for unpaid rent issued on November 3, 2014. The tenants have not supplied a written forwarding address to the landlord.

Analysis

In the absence of evidence to the contrary, I find that the tenants have not paid rent in the amount of \$1,300.00 for November 2014 rent, and that the landlord is entitled to compensation in that amount.

Section 72(2) of the Act provides an arbitrator with the ability to deduct any money owed by a tenant to a landlord, from the deposit due to the tenant. Therefore, I find that the landlord may retain the tenant's security deposit of \$650.00, in partial satisfaction of the monetary claim.

I find that the landlord's application has merit and, pursuant to section 72 of the Act, that the landlord is entitled to recover the \$50.00 filing fee that has been paid, from the tenants for the cost of this Application for Dispute Resolution.

Based on these determinations I grant the landlord a monetary Order for the balance of \$700.00. In the event that the tenants do not comply with this Order, it may be served on the tenants, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

Conclusion

The landlord is entitled to a monetary Order for unpaid November 2013 rent.

The landlord may retain the security deposit.

The landlord is entitled to filing fee costs.

This decision should be read in conjunction with the Direct Request Proceeding decision issued on November 24, 2014.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: January 06, 2015

Residential Tenancy Branch

