



Dispute Resolution Services

Page: 1

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, MNSD, FF

Introduction

This hearing dealt with the landlord's application for dispute resolution under the Residential Tenancy Act (the "Act") for an order of possession for the rental unit due to unpaid rent, a monetary order for unpaid rent, for authority to retain the tenants' security deposit and pet damage deposit, and for recovery of the filing fee paid for this application.

The landlord attended; the tenants did not attend the telephone conference call hearing.

The landlord stated that she served the tenants with their Application for Dispute Resolution and Notice of Hearing by leaving the documents with the tenant on December 16, 2014.

Based upon the submissions of the landlord, I find the tenants were served notice of this hearing in a manner complying with section 89(1) of the Act and the hearing proceeded in the tenants' absence.

The landlord was provided the opportunity to present their 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 written 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.

Preliminary matter-The landlord submitted that the tenants vacated the rental unit on December 31, 2014, and as a result, the landlord was no longer seeking an order of possession for the rental unit. I have excluded this request from further consideration.

Issue(s) to be Decided

Is the landlord entitled to authority to retain the tenants' security deposit and pet damage deposit, further monetary compensation, and to recovery of the filing fee paid for this application?

Background and Evidence

The landlord gave evidence that this tenancy began on September 1, 2006, current monthly rent is \$765, a security deposit of \$362.50 was paid by the tenants on September 1, 2006, and a pet damage deposit was paid by the tenants on July 9, 2012.

The landlord gave evidence that on December 2, 2014, the tenants were served with a 10 Day Notice to End Tenancy for Unpaid Rent (the "Notice"), by attaching it to the tenant's door, listing unpaid rent of \$765 as of December 1, 2014. The effective vacancy date listed on the Notice was December 12, 2014.

Section 90 of the Act states that documents served by posting on the door are deemed delivered three days later. Thus the tenants were deemed to have received the Notice on December 5, 2014, and the effective move out date is automatically changed to December 15, 2014, pursuant to section 53 of the Act.

The Notice informed the tenants that the Notice would be cancelled if the rent was paid within five days. The Notice also explained that alternatively the tenants had five days to dispute the Notice by making an application for dispute resolution.

The landlord stated that the tenants did not make any further payments of rent prior to vacating and that as a result, they are seeking monetary compensation of \$765 for the rent for December 2014, a late payment fee of \$25, and the filing fee of \$50.

I have no evidence before me that the tenants applied to dispute the Notice.

Analysis

Based upon the landlord's undisputed evidence, I find the tenants were served a 10 Day Notice to End Tenancy for Unpaid Rent, did not pay all the outstanding rent or file an application for dispute resolution in dispute of the Notice within five days of service. I further find that the landlord has proven that the tenants owed and failed to pay all rent due for December 2014, in the amount of \$765.

I therefore find that the landlord is entitled to a monetary award of \$840, comprised of unpaid rent of \$765 for December 2014, the late payment fee of \$25, and the \$50 filing fee paid by the landlord for this application.

Conclusion

The landlord's application has been granted.

The landlord has been granted a monetary award in the amount of \$840.

At the landlord's request, I allow the landlord to retain the tenants' security deposit of \$362.50, \$11.60 interest on the security deposit, and the tenants' pet damage deposit of \$382.50 in partial satisfaction of their monetary award.

I grant the landlord a final, legally binding monetary order pursuant to section 67 of the Act for the balance due, in the amount of \$83.40, which is enclosed with the landlord's Decision.

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

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: January 13, 2015

Residential Tenancy Branch

