



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, MNDC, FF

### Introduction

This matter dealt with an application by the Landlord for an Order of Possession and a Monetary Order for unpaid rent, for compensation for loss or damage under the Act or tenancy agreement and to recover the filing fee for this proceeding.

The Landlord said she served the Tenants with the Application and Notice of Hearing (the “hearing package”) in person on March 25, 2015 and by registered mail on March 26, 2015. Based on the evidence of the Landlord, I find that the Tenants were served with the Landlord’s hearing package as required by s. 89 of the Act and the hearing proceeded with all parties represented.

### Issues(s) to be Decided

1. Does the Landlord have grounds to end the tenancy?
2. Are there rent arrears and if so, how much?
3. Is the Landlord entitled to compensation for unpaid rent and if so how much?
4. Is the Landlord entitled to keep the Tenant’s security deposit?

### Background and Evidence

This tenancy started on August 1, 2013 as a 6 month fixed term tenancy with an expiry date of January 31, 2014 and then continued on a month to month basis. Rent was \$840.00 per month payable in advance of the 1<sup>st</sup> day of each month. The Tenant paid a security deposit of \$420.00 on July 13, 2013 and a pet deposit of \$200.00 August 17, 2013.

At the start of the conference call the Tenants said they had moved out of the rental unit and there is \$440.00 in unpaid rent, a late fee of \$20.00 and they understand they are responsible for the Landlord’s application fee of \$50.00. The Tenants both agreed that they owe the Landlord \$510.00 in unpaid rent and fees.

The Landlord said the Tenants had moved out of the rental unit so she does not require an Order of Possession and the Landlord said \$510.00 would cover all the Tenants

unpaid rent and fees owed to the Landlord. The Landlord requested a monetary order for \$510.00.

### Analysis

Section 26 says a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

Both the Landlord and the Tenants agree that the Tenants have unpaid rent of \$440.00 therefore I award the Landlord \$440.00 in unpaid rent. I further find that the Landlord is entitled to recover the late charge of \$20.00 for April, 2015.

As the Landlord has been successful in this matter, she is also entitled to recover from the Tenants the \$50.00 filing fee for this proceeding. The Landlord will receive a monetary order for the balance owing as following:

Rent arrears:	\$ 440.00
Late fee	\$ 20.00
Recover filing fee	\$ 50.00
Subtotal:	\$ 510.00
Balance Owing	\$ 510.00

### Conclusion

A Monetary Order in the amount of \$510.00 has been issued to the Landlord. A copy of the Orders must be served on the Tenants: the Monetary Order may be enforced in the Provincial (Small Claims) Court of British Columbia.

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: May 04, 2015

---

Residential Tenancy Branch

