



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, OPR, MNR, MNDC, MNSD, FF

Introduction

This hearing was convened in response to an application by Tenant C and an application by the Landlord pursuant to the *Residential Tenancy Act* (the "Act").

The Tenant applied for:

1. An Order cancelling a Notice to End Tenancy – Section 46.

The Landlord applied for:

1. An Order of Possession - Section 55;
2. An Order for unpaid rent or utilities - Section 67;
3. A Monetary Order for compensation – Section 67;
4. An Order to retain the security deposit – Section 38; and
5. An Order to recover the filing fee for this application - Section 72.

Preliminary Matter

Tenant B and Tenant R did not attend the hearing. I accept the Landlord's evidence that Tenant B and Tenant R, who the Landlord believed was still living in the unit in April 2015 were served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Landlord was given full opportunity to be heard, to present evidence and to make submissions. Tenant C did not attend to present its claim. The Landlord was ready to respond to this application. In the absence of Tenant C, who I note is not a tenant under the tenancy agreement, I dismiss this application without leave to reapply. The Landlord states that the Tenants moved out of the unit by June 4, 2015 and that the Landlord no longer requires an order of possession.

Issue(s) to be Decided

Is the Landlord entitled to unpaid rent and to retain the security deposit?

Background and Evidence

The tenancy started on June 15, 2014. Rent of \$1,950.00 was payable monthly on the 15th day of each month. At the outset of the tenancy the Landlord collected \$975.00 as a security deposit. The Tenants failed to pay rent for April and May 2015 and the Landlord claims \$3,900.00.

Analysis

Section 26 of the Act provides that a tenant must pay rent when it is due under the tenancy agreement. Given the terms of the tenancy agreement and based on undisputed evidence that the Tenants did not pay rent for April and May 2015, I find that the Landlord is entitled to **\$3,900.00**. As the Landlord has been successful I find that the Landlord is also entitled to recovery of the **\$50.00** filing fee for a total entitlement of **\$3,950.00**. Deducting the security deposit of **\$975.00** plus zero interest leaves **\$2,975.00** owed by the Tenants. As only Tenant B and Tenant R are on the tenancy agreement, I make the monetary order payable by these Tenants.

Conclusion

I Order the Landlord to retain the security deposit plus interest of \$975.00 in partial satisfaction of the claim.

I grant the Landlord an order under Section 67 of the Act for **\$2,975.00**. If necessary, this order may be filed in the Small Claims Court and enforced 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: June 08, 2015

Residential Tenancy Branch

