



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OPR; MNR; MNSD; FF

Introduction

This is the Landlord's application for an Order of Possession; a Monetary Order for unpaid rent; to retain the security deposit in partial satisfaction of his monetary award; and to recover the cost of the filing fee from the Tenants.

The Landlord's agent gave affirmed testimony at the Hearing.

The Landlord's agent testified that the Notice of Hearing documents and copies of the Landlord's documentary evidence were mailed to each of the Tenants, via registered mail, to the rental unit on May 21, 2015. She provided the tracking numbers for the registered documents.

I am satisfied that both of the Tenants were duly served with the Notice of Hearing documents by registered mail. Service in this manner is deemed to be effected 5 days after mailing the documents. Despite being served with the Notice of Hearing documents, the Tenants did not sign into the teleconference and the Hearing proceeded in their absence.

Preliminary Matters

At the outset of the Hearing, the Landlord's agent testified that the Tenants vacated the rental unit in "mid-June" and that the Landlord has taken back possession of the rental unit. Therefore, the Landlord withdrew his application for an Order of Possession.

Issues to be Decided

- Is the Landlord entitled to a monetary award for unpaid rent?
- May the Landlord set off the security deposit against his monetary award?

Background and Evidence

The Landlord's agent JA gave the following testimony:

This tenancy began on March 18, 2014. Monthly rent was \$1,400.00, due on the first

day of each month. The Tenants paid a security deposit in the amount of \$700.00 on April 1, 2014.

The Tenants were having a hard time paying their rent, but kept promising to catch up. The male Tenant promised the Landlord that he would pay the total amount owing in April, when he expected to receive a large amount of money from a court settlement.

The outstanding rent was not paid in April, 2015, so the Landlord served the Tenants with a 10 Day Notice to End Tenancy for Unpaid Rent, by registered mail sent May 5, 2015. The Landlord provided the registered mail receipt and tracking numbers in evidence. The Tenants did not pay the outstanding rent, did not dispute the Notice, and moved out. A copy of the Notice to End Tenancy was also provided in evidence.

The Landlord seeks a monetary award, calculated as follows:

March, 2014 rent (prorated from March 18 – 31)	\$632.24
April, 2014 rent	\$1,400.00
May, 2014 rent	\$1,400.00
(June, July, August, September, October, 2014 rent paid)	
November, 2014 rent	\$1,400.00
December, 2014 rent	\$1,400.00
January, 2015 rent	\$1,400.00
February, 2015 rent	\$1,400.00
March, 2015 rent	\$1,400.00
April, 2015 rent	\$1,400.00
May, 2015 rent	<u>\$1,400.00</u>
TOTAL	\$13,232.24

Analysis

I accept that the Landlord served the Tenants with the Notice to End Tenancy by registered mail sent on May 5, 2015. Pursuant to the provisions of Section 90 of the Act, service in this manner is deemed to be effected five days after mailing the document. The Tenants did not pay the outstanding amount or file an application to dispute the notice. I accept JA's undisputed affirmed testimony with respect to the amount owed by the Tenants because the Tenants did not dispute the Notice.

I find that the Landlord is entitled to a monetary award in the amount of \$13,232.24. Pursuant to Section 72(2)(b) of the Act, the Landlord may apply the security deposit towards partial satisfaction of the Landlord's monetary award.

The Landlord has been successful in his application and I find that he is entitled to recover the cost of the \$100.00 filing fee from the Tenants.

I hereby provide the Landlord with a Monetary Order, calculated as follows:

Unpaid rent	\$13,232.24
Recovery of the filing fee	<u>\$100.00</u>
Subtotal	\$13,332.24
Less security deposit	- \$700.00
TOTAL AMOUNT DUE TO THE LANDLORD AFTER SET-OFF	\$12,632.24

Conclusion

I hereby grant the Landlord a Monetary Order in the amount of **\$12,632.24** for service upon the Tenants. This Order may be filed in the Provincial Court of British Columbia (Small Claims) 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: July 20, 2015

Residential Tenancy Branch

