



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

For the tenants: CNC CNR LRE
For the landlord: OPR OPC OPB MNR FF

Introduction

This hearing was convened as a result of the cross applications of the parties for dispute resolution under the *Residential Tenancy Act* (the “Act”).

The tenants applied to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the “10 Day Notice”), a 1 Month Notice to End Tenancy for Cause (the “1 Month Notice”), for an order to suspend or set conditions on the landlord’s right to enter the rental unit, and “other”, although details of “other” were not provided on the details of dispute.

The landlord applied for an order of possession for unpaid rent or utilities and cause, for a monetary order for unpaid rent or utilities, and to recover the cost of the filing fee.

The landlord attended the teleconference hearing. The tenants did not attend the teleconference hearing. As the tenants did not attend the hearing, their application was **dismissed without leave to reapply** after the ten minute waiting period had elapsed. The hearing continued with consideration of the landlord’s application.

Preliminary and Procedural Matters

The landlord testified that the tenants vacated the rental unit on June 30, 2015, and as a result, the landlord has already obtained possession of the rental unit back from the tenants. Given the above, the landlord withdrew her application for an order of possession. The landlord also decided to waive the recovery of the cost of the filing fee.

Issue to be Decided

- Is the landlord entitled to a monetary order under the *Act* for unpaid rent or utilities, and if so, in what amount?

Background and Evidence

A month to month tenancy began on October 31, 2014. Monthly rent of \$900 was due on the first day of each month. A security deposit of \$450 was paid by the tenants at the start of the tenancy, which the landlord continues to hold.

The landlord testified that the tenants failed to pay \$450 of June 2015 rent and continue to owe \$450 for the month of June 2015. The landlord served a 10 Day Notice dated June 4, 2015 by posting the 10 Day Notice on the tenants' door on June 4, 2015. The tenants disputed the 10 Day Notice on June 10, 2015, however, failed to attend the hearing scheduled for July 27, 2015 at 11:00 a.m. and their application was dismissed in full as a result after the ten minute waiting period had elapsed. The effective vacancy date of the 10 Day Notice was listed as June 14, 2015.

Analysis

Based on the documentary evidence and the landlord's undisputed oral testimony provided during the hearing, and on the balance of probabilities, I find the following.

The landlord does not require an order of possession as the tenants vacated the rental unit on June 30, 2015.

Claim for unpaid rent - Pursuant to section 26 of the *Act*, tenants must pay rent when it is due in accordance with the tenancy agreement. Based on the above, I accept the landlord's undisputed testimony that the tenants breached section 26 of the *Act* by failing to pay \$450 of June 2015 rent which was due in full on June 1, 2015. As the landlord has met the burden of proof and I find the landlord has established a monetary claim of **\$450** comprised of unpaid rent for June 2015 as claimed.

Monetary Order – As the landlord continues to hold the tenants' security deposit of \$450, **I ORDER** the landlord to retain the tenants' full security deposit of \$450 in full satisfaction of the landlord's monetary claim of \$450. Therefore, I find that it is not necessary to grant the landlord a monetary order as the landlord's monetary claim has been offset by the tenant's security deposit pursuant to section 72 of the *Act*.

Conclusion

The tenants' application is dismissed.

The landlord's application is successful.

The landlord has been ordered to retain the tenants' full security deposit of \$450 in full satisfaction of the landlord's monetary claim of \$450 for unpaid rent for the month of June 2015.

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: July 27, 2015

Residential Tenancy Branch

