



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding METRO VANCOUVER HOUSING CORPORATION  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR MNR MNDC FF

### Introduction

This hearing was convened as a result of the landlord's application for dispute resolution under the *Residential Tenancy Act* (the "Act") for an order of possession for unpaid rent or utilities, a monetary order for unpaid rent or utilities, for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and to recover the cost of the filing fee.

An agent for the landlord (the "agent") attended the teleconference hearing. During the hearing the agent was given the opportunity to provide her evidence orally. A summary of the testimony is provided below and includes only that which is relevant to the hearing.

As the tenants did not attend the hearing, service of the Notice of a Dispute Resolution Hearing (the "Notice of Hearing"), Application for Dispute Resolution (the "Application") and documentary evidence were considered. The agent testified that the Notice of Hearing, Application and documentary evidence were served on the tenants by registered mail on June 23, 2015. The agent stated that the registered mail packages were addressed to the tenants and addressed to the tenants' rental unit. The agent provided two registered mail tracking numbers in evidence on the registered mail customer receipts. The agent stated that she confirmed on the Canada Post registered mail tracking website that both tenants signed for their respective packages on June 25, 2015, which is supported by the Canada Post registered mail tracking website information. Based on the above, I find the tenants were served with the Notice of Hearing, Application and documentary evidence on June 25, 2015.

### Preliminary and Procedural Matters

At the outset of the hearing, the agent testified that the tenants vacated the rental unit by returning the rental unit keys on July 2, 2015, since filing the application. As a result,

the agent requested to withdraw the landlord's request for an order of possession as the tenants had already returned possession of the rental unit by vacating the rental unit. As a result of the above, I will not consider the landlord's request for an order of possession.

#### Issues to be Decided

- Is the landlord entitled to a monetary order under the *Act*, and if so, in what amount?
- Is the landlord entitled to the recovery of the cost of the filing fee under the *Act*?

#### Background and Evidence

The landlord submitted a copy of the tenancy agreement in evidence. A month to month tenancy agreement between the parties began on June 1, 2013. Monthly rent in the amount \$890 was due on the first day of each month at the start of the tenancy and was increased twice during the tenancy through rent increases under the *Act*, the first of which was in 2014 for an increase of \$19, and the second increase in 2015 for an increase of \$21 for a new monthly rent total as of June 1, 2015 of \$930 per month. The tenants paid a \$445 security deposit at the start of the tenancy, which the landlord continues to hold.

The landlord applied for dispute resolution on June 23, 2015, after a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the "10 Day Notice") dated June 3, 2015 and served on the tenants on June 4, 2015 by posting the 10 Day Notice on the tenants' door of the rental unit. The 10 Day Notice has an effective vacancy date of June 13, 2015. Documents served by posting to the door are deemed served under the *Act*, on the third day after they are posted. The 10 Day Notice was deemed served as of June 7 2015, which automatically corrects the effective vacancy date of the 10 Day Notice to June 17, 2015, pursuant to section 53 of the *Act*. The amount listed on the 10 Day Notice is \$930 owed as of June 1, 2015.

The agent testified that the landlord is seeking a monetary claim in the amount of \$980 comprised of the following:

ITEM DESCRIPTION	AMOUNT
1. Unpaid June 2015 rent	\$930
2. Recovery of the cost of the filing fee	\$50
<b>TOTAL MONETARY CLAIM</b>	<b>\$980</b>

The agent stated that the tenants failed to pay any rent for the month of June 2015, and vacated the rental unit on July 2, 2015. The agent testified that the tenants did not dispute the 10 Day Notice or pay any of the amount listed on the 10 Day Notice since being served with the 10 Day Notice.

A copy of the 10 Day Notice was submitted in evidence, in addition to the tenants' account ledger. The agent verbally requested to offset the monetary claim by keeping the tenants' security deposit if the landlord was entitled to do so under the *Act*.

### Analysis

Based on the documentary evidence, undisputed testimony of the agent, and on the balance of probabilities, I find the following.

**Monetary claim of landlord** – The agent testified that the tenants failed to pay \$930 in rent for June 2015. 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 find the tenants breached section 26 of the *Act* by failing to pay \$930 in rent for June 2015. Therefore, I find the landlord has met the burden of proof and I grant the landlord \$930 in unpaid rent for the month of June 2015.

As the landlord's application had merit, I grant the landlord the recovery of the \$50 filing fee.

**Monetary Order** – I find that the landlord has established a total monetary claim of **\$980** comprised of \$930 in unpaid rent, plus the \$50 filing fee. I find this claim meets the criteria under section 72(2)(b) of the *Act* to be offset against the tenants' security deposit, which the landlord continues to hold, in the amount of \$445, which has accrued \$0.00 in interest to date.

**I ORDER** the landlord to retain the tenants' full security deposit of \$445 in partial satisfaction of the landlord's monetary claim, and I grant the landlord a monetary order pursuant to section 67 of the *Act* for the balance owing by the tenants to the landlord in the amount of **\$535**.

Conclusion

The landlord's application has merit.

The landlord has established a total monetary claim of \$980 as indicated above. The landlord has been ordered to retain the tenants' full security deposit of \$445 in partial satisfaction of the landlord's monetary claim. The landlord has been granted a monetary order under section 67 for the balance due by the tenants to the landlord in the amount of \$535. This order must be served on the tenants and may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

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: August 19, 2015

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Residential Tenancy Branch

