



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, FF

Introduction

This hearing was scheduled to deal with a landlord's application for an Order of Possession; and, a Monetary Order for unpaid rent and unpaid pet deposit. The tenant did not appear at the hearing. The landlord testified that the hearing documents and the landlord's evidence were sent to the tenant via registered mail on June 12, 2015 and the landlord provided the registered mail tracking number. A search of the registered mail tracking number showed that the tenant picked up the registered mail on June 24, 2015. I was satisfied the tenant was served with the hearing documents and I continued to hear from the landlord without the tenant present.

Preliminary and Procedural Matters

The landlord testified that the tenant vacated the rental unit at the end of June 2015. The landlord had submitted additional receipts for expenses related to changing of locks and dumping costs to the Branch the day before the proceeding and enquired about amending the Application to deal with these additional costs. The landlord acknowledged that these additional receipts were not served upon the tenant. I did not amend the application as the tenant had not been served with documentation indicating the landlord intended to raise these issues at the today's hearing and because the tenant was not present at the hearing. Therefore, I was of the view that to amend the application would violate the principles of natural justice. The landlord was informed of their right to file another Application if the landlords wish to pursue the tenant for other damages or losses not included in the Application before me.

Having heard the tenant has since vacated the rental unit an Order of Possession is no longer required and I do not provide one with this decision.

Issue(s) to be Decided

Are the landlords entitled to compensation for the amounts claimed?

Background and Evidence

The month to month tenancy commenced April 1, 2015. The tenant paid a security deposit of \$275.00. The tenant was required to pay a pet deposit of \$140.00 but she never did. The tenant was required to pay rent of \$550.00 on the 1st day of every month.

For the month of May 2015 the tenant only paid \$500.00 in rent. On May 6, 2015 the landlords issued a letter to the tenant advising her to pay the outstanding rent and the pet deposit or they would commence proceedings to end the tenancy. On May 16, 2015 the landlords issued a 1 Month Notice to End Tenancy for Cause with a stated effective date. The 1 Month Notice was posted on the door of the rental unit by the landlords' caretaker on May 16, 2015. The tenant did not file to dispute the 1 Month Notice. The tenant did not pay any rent for June 2015 and vacated the rental unit at the end of June 2015.

The landlords seek to compensation for the \$50.00 in unpaid rent for May 2015 and unpaid rent of \$550.00 for the month of June 2015. The landlords also requested a further \$140.00 for the pet deposit the tenant did not pay.

Documentary evidence provided by the landlords included a copy of the tenancy agreement; the letter of May 6, 2015; the 1 Month Notice issued May 16, 2015; and various text message exchanges between the parties.

Analysis

Under the Act, a tenant is required to pay rent in accordance with their tenancy agreement even if the landlord has violated the Act, regulations or tenancy agreement unless the tenant has a legal right to withhold rent. I was presented no evidence to suggest the tenant had a legal right to withhold rent.

Upon review of the tenancy agreement, I accept that the tenant was required to pay rent of \$550.00 per month. I accept that the tenant failed to pay \$50.00 in rent for May 2015 and did not pay rent of \$550.00 for June 2015 upon consideration of the landlord's undisputed testimony, written submission, letter of May 16, 2015 and text messages exchanged between the parties. Therefore, I award the landlords \$600.00 in unpaid rent for the months of May and June 2015 as requested.

I further award the landlords recovery of the \$50.00 filing fee they paid for this Application.

I make no award for the unpaid pet deposit as a pet deposit is to be held in trust for the tenant and the tenancy is now over.

With respect to the security deposit, the landlords did not request authorization to retain it in partial satisfaction of their claims before me. Accordingly, it is to be disposed of as provided by the Act.

In light of all of the above, I provide the landlord's with a Monetary Order in the total amount of \$650.00. To enforce the Monetary Order it must be served upon the tenant and it may be filed in Provincial Court (Small Claims) to enforce as an order of the court.

Conclusion

The landlords have been provided a Monetary Order in the amount of \$650.00 for unpaid rent and the filing fee to serve and enforce as necessary.

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: August 05, 2015

Residential Tenancy Branch

