



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNDC, MNSD, FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the Act) for:

- an order of possession for unpaid rent pursuant to section 55;
- a monetary order for unpaid rent and for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- authorization to recover their filing fee for this application from the tenant pursuant to section 72.

Both parties attended the hearing by conference call and provided testimony. The tenant confirmed receipt of the landlord's notice of hearing package and the submitted documentary evidence. The tenant also confirmed that she did not submit any documentary evidence.

During the hearing both parties confirmed that the tenant vacated the rental unit on September 1, 2015 and that possession of the rental property was no longer an issue. As such, this portion of the landlords' application was withdrawn. No further action is required.

During the hearing the tenant provided a new mailing address as she has already vacated the rental property.

Issue(s) to be Decided

Are the landlords entitled to a monetary order for unpaid rent and for money owed or compensation for damage or loss?

Are the landlords entitled to retain all or part of the security deposit?

Are the landlords entitled to recovery of the filing fee?

Background and Evidence

This tenancy began on November 1, 2006 on a fixed term until November 1, 2007. The monthly rent was \$1,100.00 payable on the 1st day of each month and a security deposit of \$550.00 was paid on October 8, 2006.

Both parties confirmed that the landlord served the tenant a 10 Day Notice to End Tenancy issued for Unpaid Rent (the 10 Day Notice) dated July 5, 2015 in person on July 5, 2015. The 10 Day Notice stated that rent of \$4,616.00 was due that the tenant failed to pay. Both parties confirmed in their direct testimony that this amount of rent arrears were owed for from a period of approximately 2 years from January 2013 to June of 2015. The 10 Day Notice also showed an effective end of tenancy date of July 15, 2015.

The landlord has submitted written submissions of the rental arrears for the 2 year period from January 2013 to June 2015. The tenant provided undisputed affirmed testimony that she agreed with the landlords' monetary claim clarifying that the rent arrears were made up of partial unpaid portions owed over a 2 year period as outlined by the landlords' written submissions.

Analysis

Pursuant to section 46 of the Act, a landlord may end a tenancy if rent is unpaid on any day after the day it is due, by giving notice to end tenancy effective on a date that is not earlier than ten days after the date the tenant receives the notice.

The landlord testified that the tenant failed to pay rent which caused rental arrears of \$4,614.00 over a 2 year period from January 2013 to June 2015. Both parties confirmed that the landlords had served the tenant with the 10 Day Notice in person on July 5, 2015. The tenant admitted that she did not pay all of the rent owed and agreed with the landlord's written monetary submissions.

As the tenant has failed to pay her rent in full when due, I find that the 10 Day Notice issued July 5, 2015 is valid.

The landlords have provided sworn and uncontested testimony that the tenant has unpaid rental arrears totaling \$4,614.00. I find that the landlords have proven their entitlement to the rent arrears. The landlord is entitled to a monetary order for the unpaid rent.

The landlords applied to keep the tenant's security deposit. I allow the landlord to retain the security deposit in partial satisfaction of the monetary award. No interest is payable over this period.

As the landlord was successful in this application, I find that the landlord is entitled to recover the \$50.00 filing fee paid for this application.

Conclusion

I issue a monetary order in the landlord's favour in the amount of \$4,114.00 under the following terms:

Item	Amount
Unpaid Rent Arrears between	
January 2013 to June 2015	\$4,614.00
Filing Fee	50.00
Offset Security Deposit	-550.00
Total Monetary Order	\$4,114.00

The landlord is provided with this order in the above terms and the tenant(s) must be served with this order as soon as possible. Should the tenant(s) fail to comply with these orders, these orders may be filed in the Small Claims Division of the Provincial Court and enforced as orders 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: September 25, 2015

Residential Tenancy Branch

