



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

Tenant's Application filed July 20, 2015: CNR; FF

Landlords' Application filed August 7, 2015: OPR; MNR; FF

### **Introduction**

This Hearing was scheduled to hear cross applications. The Tenant seeks to cancel a Notice to End Tenancy for Unpaid Rent; and to recover the cost of the filing fee from the Landlords.

The Landlords seek an Order of Possession; a Monetary Order for unpaid rent; and to recover the cost of the filing fee from the Tenant.

The Landlords gave affirmed testimony at the Hearing.

The Landlords testified that the Notice of Hearing documents and copies of their documentary evidence were mailed to the Tenant, via registered mail, to the rental unit on August 10, 2015. The Landlords provided a copy of the receipt and tracking numbers in evidence.

Based on the Landlords' affirmed testimony and documentary evidence, I am satisfied that the Tenant was 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 Tenant did not sign into the teleconference and the Hearing proceeded in her absence. The Hearing remained open for 20 minutes.

### **Preliminary Matter**

At the outset of the Hearing, the Landlords advised that the Tenant moved out of the rental unit on September 7, 2015. Therefore, the Tenant's Application is dismissed. Likewise, the Landlords' application for an Order of Possession is also dismissed as the Landlords have taken back possession of the rental unit.

The Hearing continued with respect to the Landlords' request for a monetary award for unpaid rent.

### **Issues to be Decided**

- Are the Landlords entitled to a Monetary Order, and if so, in what amount?

### **Background and Evidence**

The Landlords gave the following testimony:

A copy of the tenancy agreement was provided in evidence. Monthly rent at the end of the tenancy was \$1,100.00, due on the first day of each month. The Tenant paid a security deposit in the amount of \$500.00 on October 10, 2012. The Landlords asked to apply the security deposit towards their monetary award.

The Landlords testified that the Tenant did not pay full rent for the months of April and June, 2015. They testified that the Tenant did not pay any rent for July, 2015, and therefore the Landlords issued and served a Notice to End Tenancy for Unpaid Rent on July 19, 2015. A copy of the Notice was provided in evidence, along with a copy of the Tenant's ledger and copies of the Landlord PA's bank account statements

The Landlords requested a monetary award for unpaid rent, calculated as follows:

Unpaid rent for April, 2015	\$310.00
Unpaid rent for June, 2015	\$255.00
Unpaid rent for July, 2015	\$1,100.00
Unpaid rent for August, 2015	\$1,100.00
Unpaid rent for September, 2015	<u>\$1,100.00</u>
TOTAL	<b>\$3,865.00</b>

### **Analysis**

I accept the Landlords' undisputed affirmed testimony with respect to the rental arrears. Section 26 of the Act requires a tenant to pay rent when it is due. I find that the Tenant breached Section 26 of the Act and that the Landlords suffered a loss as a result of that breach. I find that the Landlords are entitled to the amount claimed for unpaid rent.

Pursuant to Section 72(2)(b) of the Act, the Landlords may apply the security deposit towards partial satisfaction of their monetary award.

The Landlords have been successful in their Application and I find that they are entitled to recover the cost of the \$50.00 filing fee from the Tenant.

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

Unpaid rent	\$3,865.00
Recovery of the filing fee	<u>\$50.00</u>
Subtotal	\$3,915.00
Less security deposit	<u>- \$500.00</u>
<b>TOTAL AMOUNT DUE TO THE LANDLORD AFTER SET-OFF</b>	<b>\$3,415.00</b>

### **Conclusion**

I hereby grant the Landlords a Monetary Order in the amount of **\$3,415.00** for service upon the Tenant. This Order must be served on the Tenant and 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: October 13, 2015

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Residential Tenancy Branch

