



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OPR; MNDC; MNSD; FF

Introduction

This is the Landlords' Application for dispute Resolution seeking an Order of Possession; a Monetary Order; to retain the security deposit in partial satisfaction of their monetary award; and to recover the cost of the filing fee from the Tenant.

The Landlord RB gave affirmed testimony at the Hearing.

RB testified that he personally served the Tenant with the Notice of Hearing documents at the rental unit on August 6, 2015.

Based on RB's affirmed testimony, I am satisfied that the Tenant was duly served with the Notice of Hearing documents. Despite being served with the Notice of Hearing documents, the Tenant did not sign into the teleconference and the Hearing proceeded in his absence. The teleconference remained open for 15 minutes.

Preliminary Matters

RB testified that the Tenant moved out of the rental unit on August 15, 2015, and that the Landlords were able to re-rent the rental unit effective September 1, 2015. Therefore, the Landlords' application for an Order of Possession is dismissed, as the Landlords have taken back possession of the rental unit.

Issues to be Decided

- Are the Landlords entitled to a monetary award, and if so, in what amount?

Background and Evidence

RB gave the following testimony:

A copy of the tenancy agreement was provided in evidence. This tenancy began on August 1, 2013. The rental unit is a suite in the Landlords' residence. Monthly rent was \$900.00, due the first day of each month. In addition to rent, the Tenant paid \$25.00 for internet service at the beginning of the tenancy. The Landlord withdrew this service during the tenancy. The Tenant paid a security deposit in the amount of \$450.00 at the beginning of the tenancy.

The Tenant did not pay any rent for August, 2015. He did not clean the rental unit before he moved out and left damages to the rental unit. He did not leave the key to the rental unit or a

forwarding address. The Landlord did not amend his Application because he does not know where the Tenant now resides.

Analysis

Based on the documentary evidence provided by the Landlords and RB's affirmed undisputed testimony, I find that the Landlords are entitled to unpaid rent for the Month of August, 2015, in the amount of **\$900.00**.

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.

The Landlords are hereby provided with a Monetary Order, calculated as follows:

Unpaid rent	\$900.00
Recovery of the filing fee	<u>\$50.00</u>
Subtotal	\$950.00
Less security deposit	- \$450.00
TOTAL AMOUNT DUE TO THE LANDLORD AFTER SET-OFF	\$500.00

The Landlords are at liberty to apply for damages if/when they locate the Tenant, if they so desire.

Conclusion

I hereby grant the Landlords a Monetary Order in the amount of **\$500.00** 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 21, 2015

Residential Tenancy Branch

