



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 0952267 BC LTD DRIFTWOOD APARTMENTS
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

MNR, MNSD, FF

Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for unpaid rent; to keep all or part of the security deposit and/or pet damage deposit; and to recover the fee for filing this Application for Dispute Resolution.

The Landlord stated that on June 22, 2015 the Application for Dispute Resolution, the Notice of Hearing, and documents the Landlord submitted to the Residential Tenancy Branch on June 17, 2015 were sent to each Tenant, via registered mail, at the service address noted on the Application. The Landlord cited two tracking numbers that corroborates this statement. In the absence of evidence to the contrary, I find that these documents have been served to each Tenant in accordance with section 89 of the *Residential Tenancy Act (Act)*; however neither Tenant appeared at the hearing.

Preliminary Matter #1

On November 20, 2015 the Landlord submitted additional documents to the Residential Tenancy Branch. These documents include a Monetary Order Worksheet in which the Landlord has added other claims to the claim for unpaid rent.

The Landlord stated that he no longer has an address for the Tenants so he was unable to serve the additional documents to the Tenants.

Rule 2.5 of the Residential Tenancy Branch Rules of Procedure stipulates that a landlord may amend an Application for Dispute Resolution if the proceeding has not yet commenced; that if the Application has not yet been served to the respondent the applicant must submit an amended copy of the Application to the Residential Tenancy Branch and serve the amended copy to the respondent; and that if the Application for Dispute Resolution has already been served to the respondent and the applicant is able to serve the amended copy to the applicant at least seven days before the dispute resolution hearing, the applicant will be permitted to file a revised Application for Dispute Resolution with the Residential Tenancy Branch.

In these circumstances the Landlord has been unable to serve the additional documents to the Tenants and I therefore find that the Application for Dispute Resolution cannot be amended to include claims for compensation for anything other than unpaid rent.

Preliminary Matter #2

At the hearing the Landlord asked to amend the Application for Dispute Resolution to include unpaid rent from July of 2015.

When a landlord files an Application for Dispute Resolution for unpaid rent I find it reasonable for a tenant to conclude that the landlord will be seeking to recover all unpaid rent, including rent that has become due since the Application for Dispute Resolution was filed. I therefore amend the Application for Dispute Resolution to include a claim for unpaid rent from July of 2015.

Issue(s) to be Decided

Is the Landlord entitled to compensation for unpaid rent?

Is the Landlord entitled to retain all or part of the security/pet damage deposit?

Background and Evidence

The Landlord stated that:

- this tenancy began on Mach 25, 2015;
- the Tenants agreed to pay monthly rent of \$700.00 oral by the first day of each month;
- the Tenants paid a security deposit of \$350.00;
- the Tenants did not pay the required pet damage deposit of \$350.00;
- the parties mutually agreed, in writing, to end the tenancy on June 30, 2015;
- the Tenants did not vacate the rental unit until July 15, 2015; and
- the Tenants paid no rent for May, June, or July of 2015.

Analysis

On the basis of the undisputed evidence, I find that the Tenants entered into a tenancy agreement with the Landlord that required the Tenants to pay monthly rent of \$700.00 by the first day of each month. Section 26(1) of the *Act* requires tenants to pay rent to their landlord.

On the basis of the undisputed evidence, I find that the Tenants did not pay rent for May and June of 2015. As the Tenants were required to pay rent for those months, pursuant to section 26(1) of the *Act*, I find that the Tenants must pay \$1,400.00 in outstanding rent to the Landlord.

On the basis of the undisputed evidence, I find that this tenancy ended on June 30, 2015 and that the Tenants were required to vacate the unit by that date. As the Tenants did not vacate the rental unit by June 30, 2015, I find that they were obligated to pay rent, on a per diem basis, for the days the Tenant remained in possession of the rental unit. As they did not vacate the unit until July 15, 2015, I find that the Tenants must pay rent for those days, at a daily rate of \$22.58, which equates to \$338.70.

I find that the Landlord's application has merit and that the Landlord is entitled to recover the fee for filing this Application for Dispute Resolution.

Conclusion

The Landlord has established a monetary claim, in the amount of \$1,788.70, which is comprised of \$1,738.70 in unpaid rent and \$50.00 in compensation for the fee paid to file this Application for Dispute Resolution. Pursuant to section 72(2) of the Act, I authorize the Landlord to retain the Tenants' security deposit of \$350.00 in partial satisfaction of this monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the amount \$1,438.70. In the event that the Tenants do not comply with this Order, it may be served on the Tenants, filed with the Province of British Columbia Small Claims Court 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: November 27, 2015

Residential Tenancy Branch

