



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, FF

Introduction

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

- a monetary order for unpaid rent pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover their filing fee for this application from the tenant pursuant to section 72.

The tenant did not attend this hearing, although I waited until 1:53 p.m. in order to enable her to connect with this teleconference hearing scheduled for 1:30 p.m. The landlords attended the hearing and were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

The landlords testified that they posted a 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) on the tenant's door on May 2, 2015. This was confirmed during an earlier hearing by an Arbitrator who considered an application from the landlords with respect to this tenancy.

The landlords gave undisputed sworn testimony that they sent a copy of their written evidence package and their dispute resolution hearing package, including a copy of their application and the notice for this hearing, to the tenant at the mailing address provided to them by the tenant on June 22, 2015. They testified that they sent this hearing package to the tenant by registered mail on July 2, 2015. They provided the Canada Post Tracking Number to confirm this registered mailing. They were somewhat uncertain as to which of two packages sent to the tenant applied to the current hearing. They agreed to allow me to check Canada Post's Online Tracking system, which revealed that their hearing package was sent on July 2, 2015, and successfully delivered on July 3, 2015. Based on this undisputed evidence and in accordance with sections 88, 89(1) and 90 of the *Act*, I find that the tenant was deemed served with the above documents on July 7, 2015, the fifth day after the landlords' registered mailing.

Issues(s) to be Decided

Are the landlords entitled to an Order of Possession for unpaid rent? Are the landlords entitled to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary award requested? Are the landlords entitled to recover the filing fee for this application from the tenant?

Background and Evidence

This tenancy began on or about March 1, 2015. The landlords testified that monthly rent according to a written Residential Tenancy Agreement that was not provided to me for the purposes of this hearing was \$900.00, payable in advance on the first of each month. The landlords continue to hold the tenant's \$450.00 security deposit paid at the beginning of this tenancy. As was noted in the final and binding decision from the previous Arbitrator, this tenancy ended on May 10 or May 12, 2015, when the tenant returned her keys to the landlords.

The landlords said that the tenant has not paid any portion of the \$900.00 in unpaid rent identified as owing in their 10 Day Notice. The landlords applied for a monetary award totalling \$900.00 in unpaid rent they maintained remained owing from May 2015.

Although the landlords supplied photographic evidence of damage by way of digital evidence, they made no claim for such damage as they limited their claim to the \$900.00 identified in their application. I can only consider the amount claimed in their application for dispute resolution, as this was the only amount the tenant was aware was being sought by the landlords.

Analysis

Based on a balance of probabilities, I accept the landlords' undisputed sworn testimony and written evidence that the tenant failed to pay any portion of the May 2015 rent identified as owing in the 10 Day Notice. In accordance with sections 7(1) and 67 of the *Act*, I find that the landlords are entitled to a monetary award of \$900.00 for unpaid rent owing from May 2015. Given the timing of the end to this tenancy, I find that the landlords are entitled to this full monthly rent due to the tenant's failure to abide by the terms of their tenancy agreement and her ending the tenancy without paying monthly rent for May 2015.

I allow the landlords to retain the tenant's security deposit in partial satisfaction of the monetary award issued in this decision. No interest is payable over this period. As the landlords have been successful in their application, I allow them to recover their filing fee for this application.

Conclusion

I issue a monetary Order in the landlords' favour under the following terms, which allows the landlords to recover unpaid rent and their filing fee, and to retain the tenant's security deposit:

Item	Amount
Unpaid May 2015 Rent	\$900.00
Less Security Deposit	-450.00
Recovery of Filing Fee for this Application	50.00
Total Monetary Order	\$500.00

The landlords are provided with these Orders in the above terms and the tenant must be served with this Order. Should the tenant 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: December 10, 2015

Residential Tenancy Branch

