



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding david burr ltd.
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 a monetary Order for unpaid rent, to retain all or part of the security deposit, and to recover the fee for filing this Application for Dispute Resolution.

The Agent for the Landlord stated that on June 30, 2015 the Application for Dispute Resolution, the Notice of Hearing and documents the Landlord submitted to the Residential Tenancy Branch with the Application for Dispute Resolution were sent to each Tenant, via registered mail, at the service address noted on the Application. The Agent for the Landlord cited two tracking numbers that corroborates this statement.

The Landlord submitted a letter from the Tenants, dated March 22, 2015, in which the Tenants provided the service address noted on the Application for Dispute Resolution.

In the absence of evidence to the contrary I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*; however the Tenants did not appear at the hearing.

Issue(s) to be Decided

Is the Landlord entitled to a monetary Order for unpaid rent and to keep all or part of the security deposit?

Background and Evidence

The Agent for the Landlord stated that:

- this tenancy began on December 01, 2014;
- the Tenants agreed to pay monthly rent of \$1,395.00 by the first day of each month;
- the Tenants paid a security deposit of \$697.50;
- in March of 2015 the Tenants gave written notice of their intent to vacate the rental unit at the end of May of 2015;
- the Tenants vacated the rental unit sometime near the middle of May of 2015;
- the Tenants tendered a cheque for rent for May;
- the Tenants placed a “stop payment” on the May rent cheque;
- the Tenants have not paid rent for May of 2015; and
- the Landlord is seeking compensation for rent from May 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 them to pay monthly rent of \$1,395.00 by the first day of each month and that the Tenants did not pay the rent that was due on May 01, 2015.

Section 26(1) of the *Act* requires tenants to pay rent to their landlord when it is due. As the Tenants did not pay the rent that was due for May of 2015, I find that they owe the Landlord \$1,395.00 for rent.

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

Conclusion

The Landlord has established a monetary claim, in the amount of \$1,445.00, which is comprised of \$1,395.00 in unpaid rent and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution. Pursuant to section 72(2) of the *Act*, I authorize the Landlord to keep the Tenants' security deposit of \$697.50, in partial satisfaction of the monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the balance of \$747.50. In the event 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: December 06, 2015

Residential Tenancy Branch

