



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 583230 BC Ltd and Vanak International Properties  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPB, MNR, MNSD, FF

### Introduction

This hearing was convened by way of conference call concerning an application made by the landlords for an Order of Possession for breach of an agreement; for a monetary order for unpaid rent or utilities; for an order permitting the landlords to keep all or part of the pet damage deposit or security deposit; and to recover the filing fee from the tenants for the cost of the application.

An agent for the landlord companies attended the hearing, gave affirmed testimony and provided evidentiary material in advance of the hearing. However, the line remained open while the phone system was monitored for 10 minutes prior to hearing any testimony and no one for the tenants attended. The landlords' agent testified that the tenants were each served individually with the Landlord's Application for Dispute Resolution and notice of this hearing by registered mail on October 30, 2015. The landlords have provided a copy of a Canada Post cash register receipt bearing that date as well as 2 Registered Domestic Customer Receipts addressed to the tenants, and I am satisfied that both tenants have been served in accordance with the *Residential Tenancy Act*.

All evidence and testimony of the landlord's agent is considered in this Decision.

At the commencement of the hearing the landlords' agent advised that the tenants have vacated the rental unit and the landlords' application for an Order of Possession is withdrawn.

### Issue(s) to be Decided

The issues remaining to be decided are:

- Have the landlords established a monetary claim as against the tenants for unpaid rent?

- Should the landlords be ordered to keep the security deposit in full or partial satisfaction of the claim?

### Background and Evidence

The landlords' agent (hereafter referred to as the landlord) testified that this month-to-month tenancy began on March 1, 2012 and ended on October 15, 2015. Rent in the amount of \$1,147.00 per month is payable on the 1<sup>st</sup> day of each month. The landlord purchased the building after this tenancy began and believes the tenant paid a security deposit in the amount of \$550.00 because the tenancy agreement specifies that rent at the beginning of the tenancy was \$1,100.00 per month. A portion of the tenancy agreement has been provided and is silent with respect to a security deposit. The landlords received the tenants' forwarding address in writing on October 27, 2015.

The landlord further testified that a hearing was conducted by the director, Residential Tenancy Branch on January 28, 2014 and the landlords were successful in obtaining a monetary order in the amount of \$3,514.50 for unpaid rent. Another hearing on September 24, 2015 resulted in an Order of Possession in favour of the landlords effective October 15, 2015 and the tenants vacated at that time.

The hearing on January 28, 2014 dealt with rental arrears to December, 2013 and the tenants have fallen further into arrears. A tenant ledger has been provided and the landlord testified that the tenants are currently in arrears of rent the sum of \$6,533.50 which includes late fees as well as the monetary order of \$3,514.50 made on January 28, 2014.

The landlords seek a monetary order for the difference, in the amount of \$3,019.00 as well as recovery of the \$50.00 filing fee and an order permitting the landlords to keep the \$550.00 security deposit in partial satisfaction of the claim.

The landlord was permitted to send to me by facsimile a copy of the entire tenancy agreement after the hearing had concluded. I have now received that document which clearly shows that the tenants agreed to pay late fees for late payments of rent of \$25.00 per payment as well as fees for returned cheques for insufficient funds.

### Analysis

I have reviewed the tenancy agreement, the Decision of the director dated January 28, 2014 and the tenant ledger provided by the landlords. There has already been a finding that the tenants were in arrears of rent the sum of \$3,514.50 as of December 1, 2013 and the landlords have a monetary order for that amount.

I further find that the tenancy agreement provides for a \$25.00 late fee for late payments of rent and the landlords have established a claim for unpaid rent and late fees totalling \$3,019.00.

Since the landlords have been successful with the application the landlords are also entitled to recovery of the \$50.00 filing fee.

I hereby order the landlords to keep the \$550.00 security deposit in partial satisfaction of the claim and I grant a monetary order in favour of the landlords as against the tenants for the difference in the amount of \$2,519.00.

### Conclusion

For the reasons set out above, the landlords' application for an Order of Possession is hereby dismissed as withdrawn.

I hereby order the landlords to keep the \$550.00 security deposit and I grant a monetary order in favour of the landlords as against the tenants pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$2,519.00.

This order is final and binding and may be enforced.

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 30, 2015

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Residential Tenancy Branch

