



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Sunvalley Terrace  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR, MNR, MNSD, FF

### Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking a monetary order and an order of possession. The hearing was conducted via teleconference and was attended by the landlord's agent.

The landlord testified each tenant was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by registered mail in accordance with Section 89. The landlord submitted that she served the respondent CF on December 16, 2015 and the respondent RMc on December 15, 2015. Section 90 of the *Act* deems documents served in such a manner to be received on the 5<sup>th</sup> day after they have been mailed.

Based on the testimony of the landlord, I find that each tenant has been sufficiently served with the documents pursuant to the *Act*. The landlord also testified she served each of the tenants personally with a hearing package. She stated that she served the respondent RMc on December 20, 2015 but she could not remember which specific date she served the respondent CF.

The landlord also clarified that the original tenancy agreement was with the respondent CF when he and his family moved into the rental unit in November 2013. Due to changes in the tenant CF's family the respondent RMc moved into the unit at some time during the tenancy.

The landlord testified that while she altered the tenancy agreement to add RMc as a tenant she did not have the respondent RMc sign the tenancy agreement. As a result, I find that respondent RMc is not a party to this tenancy agreement. I therefore amend the landlord's Application for Dispute Resolution to exclude RMc as a respondent tenant.

The landlord also testified at the start of the hearing that the tenant had vacated the rental unit on by December 20, 2015. As such, I find the landlord no longer requires an order of possession. I amend the landlord's Application to exclude the matter of possession.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 38, 67, and 72 of the *Act*.

Background and Evidence

The landlord testified the tenancy began in November 2013 for the current monthly rent of \$1,538.00 due on the 1<sup>st</sup> of each month and a security deposit of \$750.00 was paid

The landlord testified the tenant failed to pay rent for the months of November and December 2015, in the amount of \$3,076.00.

Analysis

Based on the landlord's undisputed testimony and evidence I find the tenant failed to pay the rent as claimed by the landlord.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$3,126.00** comprised of \$3,076.00 rent owed and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$750.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$2,376.00**. This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: February 03, 2016

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Residential Tenancy Branch

