



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding OTBEC Property Management Inc.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR, MNR, MNSD, FF

### Introduction

This was a hearing with respect to the landlord's application for an order for possession, a monetary order for unpaid rent and an order authorizing the landlord to retain the security deposit. The hearing was conducted by conference call. The landlord's representatives called in and participated in the hearing. The tenants did not attend although according to the testimony of the landlord's representative they were served with the application for dispute resolution and Notice of Hearing by registered mail sent on December 17, 2015.

The landlord's representative testified that the tenants abandoned the rental unit and moved out on January 1, 2016 and an order for possession is no longer required. Because the tenants have vacated and the landlord has possession of the rental unit the application for an order for possession is dismissed without leave to reapply.

### Issue(s) to be Decided

Is the landlord entitled to a monetary award and if so, in what amount?

Is the landlord entitled to retain all or part of the security deposit and pet deposit?

### Background and Evidence

The rental unit is an apartment in Fort St. John. The tenancy began in May, 2014. The monthly rent is \$1,095.00 and the tenants paid a security deposit of \$557.50 and a pet deposit of \$557.50 at the start of the tenancy.

The landlord's representative referred to the payment ledger for the tenants. She testified that the tenants have been in arrears of rental payments for many months and agreed to a payment plan to pay off the outstanding arrears. The tenants have been served with several Notices to End Tenancy for unpaid rent. The latest Notice to End

Tenancy was dated December 4, 2015 and was for \$1,706.12 in unpaid rent due December 1, 2015. According to the landlord's ledger the tenants made a payment of \$750.00 on December 14<sup>th</sup>, leaving a balance of \$956.12 in outstanding rent. The tenants moved out without notice on January 1, 2015.

At the hearing the landlord's representative said that the tenants have caused damage to the rental unit but the landlord did not include a claim for damage or repairs in the application.

### Analysis

The landlord has provided accounting records of the tenants' rent payments. I accept the landlord's evidence that the tenants failed to pay rent for December in the amount of \$956.12 and I allow the landlord's claim for a monetary award in that amount. The landlord is entitled to recover the \$50.00 filing fee for a total award of \$1,006.12. I order that the landlord retain the said sum from the security deposit and pet deposit that it holds. The remaining balance of the deposits is the sum of \$108.88. The tenants have not provided a forwarding address did not participate in a move-out condition inspection; accordingly I make no order for the return of the balance of the deposit to the tenants.

### Conclusion

The landlord has been awarded the sum of \$1,006.12, to be retained from the deposits that it holds.

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 05, 2016

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Residential Tenancy Branch

