



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes**

OPR, MNR, FF  
CNR, MNR, MNDC, FF

### **Introduction**

This hearing was convened by way of conference call concerning applications made by the landlord and by the tenants. The landlord has applied for an Order of Possession and a monetary order for unpaid rent or utilities and to recover the filing fee from the tenants for the cost of the application. The tenants have applied for an order cancelling a notice to end the tenancy for unpaid rent or utilities; for a monetary order for the cost of emergency repairs; for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement; and to recover the filing fee from the landlord.

The landlord attended the hearing and gave affirmed testimony. 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 call. The landlord testified that the tenants were served with the Landlord's Application for Dispute Resolution by registered mail on October 31, 2016 and received the tenants' application.

Since the tenants have not attended the hearing, I dismiss the tenants' application without leave to reapply.

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the landlord advised that the tenants have vacated the rental unit and the application for an Order of Possession is withdrawn.

### **Issue(s) to be Decided**

The issue remaining to be decided is:

- Has the landlord established a monetary claim as against the tenants for unpaid rent?

### Background and Evidence

The landlord testified that this month-to-month tenancy began on March 1, 2016 and the landlord is not certain when the tenants moved out of the rental unit, because the landlord sold the rental unit effective September 30, 2016 and the tenants were still resident at that time. Rent in the amount of \$1,550.00 per month was payable on the 1<sup>st</sup> day of each month, however the parties orally agreed that half of the rent could be paid on the 1<sup>st</sup> day of each month and the other half on the 15<sup>th</sup> of each month. At the outset of the tenancy the landlord collected a security deposit from the tenants in the amount of \$775.00 which was transferred to the purchaser on September 30, 2016.

The tenants fell into arrears of rent, having only paid \$775.00 on June 1, 2016. The tenants sent to the landlord a note asking if they could pay the \$775.00 balance on July 1, 2016 and the landlord agreed, but no rent was paid until July 2, 2016. The tenants paid the landlord \$1,000.00 and \$775.00 was applied to June's rent, and the balance of \$225.00 was applied to July. That left \$550.00 owing for the July 1 payment.

On July 16, 2016 the tenants paid \$1,000.00, and paid \$875.00 on August 2 and \$680.00 on September 2, 2016. No rent has been paid to the landlord since, and the new owners took over on September 30, 2016.

The landlord claims \$1,095 as against the tenants.

### Analysis

I accept the undisputed testimony of the landlord that the tenants continued to accumulate arrears, and the landlord has established a monetary claim for unpaid rent in the amount of \$1,095.00. I am also satisfied that the landlord does not hold a security deposit and that it was transferred to the purchaser prior to the tenants vacating the rental unit.

I grant a monetary order in favour of the landlord for that amount. Since the landlord has been successful with the application, the landlord is also entitled to recovery of the \$100.00 filing fee.

### Conclusion

For the reasons set out above, the tenants' application is hereby dismissed in its entirety without leave to reapply.

The landlord's application for an Order of Possession is hereby dismissed as withdrawn.

I hereby grant a monetary order in favour of the landlord as against the tenants pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$1,195.00.

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: November 15, 2016

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Residential Tenancy Branch