



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, MNR, MND, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlords for an order of possession, for a monetary order for unpaid rent or utilities, for damages to the rental unit and to recover the filing fee from the tenant.

Although served with the Application for Dispute Resolution and Notice of Hearing, by registered mail, sent on November 30, 2016, the tenant did not appear. A Canada post tracking number was provided as evidence of service. The landlord stated that the package was returned unclaimed.

I find that the tenant has been duly served in accordance with the Act. The tenant should note that refusal or neglect to pick up the package does not override the deemed service provisions.

The landlord gave testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

Preliminary and procedural matters

At the outset of the hearing the landlord stated that the tenant has vacated the property and they no longer need an order of possession.

I further note that the landlord seeks compensation for damages; however, the application contains no particulars of what was damaged or the amount claimed for damage. Therefore, I decline to hear the matter of damages as section 59 of the Act, requires the full particulars of the dispute that is to be heard to be provided in their application. Therefore, I dismiss the landlords' claim for damages with leave to reapply.

Issues to be Decided

Are the landlords entitled to an order of possession for unpaid rent?

Are the landlords entitled to a monetary order?

Background and Evidence

The landlord testified that the tenants were served with a 1 Month Notice to End Tenancy. The landlord stated that the tenant ZW vacated the premises prior to the effective date of the notice and did not pay their portion of rent for November 2016, which was \$700.00.

The landlord testified that the co-tenant paid their portion of rent for November 2016 and they have returned to the co-tenant their portion of the security deposit. The landlord seeks a monetary order against the tenant ZW for the balance of unpaid rent and seeks to offset the amount owed with the remaining security deposit of \$345.00.

Analysis

Based on the above, the testimony, and evidence, and on a balance of probabilities, I find as follows:

I find the tenant ZW failed to pay rent for November 2016. I find that the landlords have established a total monetary claim of \$800.00 against the tenant ZW, comprised of unpaid rent for November 2016 and the \$100.00 fee paid by the landlords for this application.

I order that the landlords retain the security deposit of \$345.00 in partial satisfaction of the claim and I grant the landlords an order pursuant to section 67 of the Act, for the balance due of **\$455.00**. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court. The **tenant is cautioned** that costs of such enforcement are recoverable from the tenant

Conclusion

The tenant failed to pay rent. The landlords are granted a monetary order, may keep the security deposit in partial satisfaction of the claim. I grant a monetary order for the balance due.

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: January 09, 2017

Residential Tenancy Branch