



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR OPR MNDC MNSD FF

Introduction

This hearing dealt with the Landlords' Application for Dispute Resolution, received at the Residential Tenancy Branch on July 4, 2017, and amended by an Amendment to an Application for Dispute Resolution, received at the Residential Tenancy Branch on July 14, 2017 (the "Application"). The Landlords applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for unpaid rent or utilities;
- an order of possession for unpaid rent or utilities;
- a monetary order for compensation for damage or loss;
- an order allowing the Landlord to keep all or part of the pet damage deposit or security deposit; and
- an order granting recovery of the filing fee.

The Landlords were represented at the hearing by D.L., who provided affirmed testimony. The Tenant did not attend the hearing.

On behalf of the Landlords, and referring to a receipt, D.L. testified the Application package was served on the Tenant by registered mail on July 15, 2017. Pursuant to section 89 and 90 of the *Act*, documents served by registered mail are deemed to be received five days later. I find the Tenant is deemed to have received the Application package on July 20, 2017. Further, the Landlords submitted an Amendment to an Application for Dispute Resolution, which was received at the Residential Tenancy Branch on July 14, 2017 (the "Amendment"). The Landlords were unable to recall details of service of the Amendment. However, I find there is no prejudice to the Tenant in having not received the Amendment, which merely articulated the Landlords' increased monetary claim for unpaid due to the passage of time, and confirmed the Landlords' desire to recover the filing fee paid to make the Application.

On behalf of the Landlords, D.L. was provided with the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However,

only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue to be Decided

1. Are the Landlords entitled to a monetary order for unpaid rent or utilities?
2. Are the Landlords entitled to an order of possession for unpaid rent or utilities?
3. Are the Landlords entitled to a monetary order for compensation for damage or loss?
4. Are the Landlords entitled to an order allowing them to keep all or part of the pet damage deposit or security deposit?
5. Are the Landlords entitled to an order granting recovery of the filing fee?

Background and Evidence

The Landlord testified the tenancy began on November 15, 2016. Rent in the amount of \$1,500.00 per month is due on the 15th day of each month. The Tenant paid a security deposit of \$350.00, which the Landlords hold.

On behalf of the Landlords, D.L. testified the Tenant did not pay rent when due on May 15, 2017. Accordingly, the Landlords issued a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated June 1, 2017 (the "10 Day Notice"). At that time, rent in the amount of \$2,000.00 was outstanding. A Proof of Service form, submitted with the Landlords' documentary evidence, confirmed the 10 Day Notice was served on the Tenant, in person, on June 2, 2017.

Further, D.L. testified that the Tenant did not pay rent when due on June 15, July 15, and August 15, 2017. Currently, \$6,500.00 remains outstanding. D.L. confirmed the Landlords' request to recover the filing fee and to apply the security deposit to any monetary award I make.

The Tenant did not attend the hearing to dispute the Landlords' evidence.

Analysis

Based on the unchallenged and affirmed oral testimony and documentary evidence, and on a balance of probabilities, I find:

Section 26 of the *Act* confirms that a tenant must pay rent when due under a tenancy agreement. In this case, D.L. testified, and I find, that rent in the amount of \$1,500.00 per month was due on the 15th day of each month. However, the Landlords provided undisputed evidence confirming rent has not been paid when due since at least May 15, 2017, and that rent in the amount of \$6,500.00 is currently outstanding. Having been successful, I also grant the Landlords recovery of the filing fee, and allow them to apply the security deposit to the monetary award. Accordingly, pursuant to section 67 of the *Act*, I find the Landlord is entitled to a monetary order in the amount of \$6,250.00, which has been calculated as follows:

Item	Amount
Unpaid rent:	\$6,500.00
Filing fee:	\$100.00
<i>LESS</i> security deposit:	(\$350.00)
TOTAL:	\$6,250.00

The Landlords also sought an order of possession. In this case, I find the Tenant was served with and received the 10 Day Notice on June 2, 2017. Accordingly, pursuant to section 46(4) of the *Act*, she had until June 7, 2017, to pay rent in full or dispute the 10 Day Notice by filing an application for dispute resolution. As the Tenant did neither of these things, I find the Tenant is conclusively presumed to have accepted the end of the tenancy, pursuant to section 46(5) of the *Act*. The Landlords are entitled to an order of possession, which will be effective two (2) days after it is served on the Tenant.

Conclusion

The Landlords are granted a monetary order in the amount of \$6,250.00. This order may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

The Landlords are granted an order of possession, which will be effective two (2) days after service on the Tenant. The order of possession may be filed in and enforced as an order of the Supreme Court of British Columbia.

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: September 14, 2017

Residential Tenancy Branch