



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, OPC, MNR

### Introduction

This hearing dealt with the landlords' application pursuant to the *Residential Tenancy Act* ("Act") for:

- an Order of Possession for unpaid rent and cause pursuant to section 55; and
- a Monetary Order for unpaid rent pursuant to section 67.

The tenant did not attend this hearing, which lasted approximately 10 minutes. The co-landlord WA (the "landlord") attended the hearing, confirmed he represented both co-landlords and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

At the outset of the hearing the landlord testified that the tenant has vacated the rental unit and the landlord is not seeking an Order of Possession. The landlord's application for an Order of Possession is withdrawn.

The landlord applied to amend the monetary amount sought and testified that since the application was filed the tenant has failed to pay additional rent. The landlord testified that the total arrears as of the hearing date is \$2,457.50. Pursuant to section 64(3)(c) of the *Act* and Rule 4.2 of the Rules of Procedure, as additional rent becoming due is reasonably foreseeable, I amend the landlords' Application to increase the landlords' monetary claim from \$477.50 to \$2,457.50.

The landlord testified that he personally served the landlords' application for dispute resolution dated August 16, 2017 on the tenant on that date. The landlord testified that he served the application at the tenant's rental unit in the presence of a witness. In

accordance with section 89 of the *Act*, I find that the tenant was duly served with the landlords' application on August 16, 2017.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The landlord provided undisputed testimony regarding the following facts. The monthly rent for this periodic tenancy is \$990.00. A security deposit of \$450.00 and pet damage deposit of \$450.00 was collected at the start of the tenancy and are still held by the landlords.

The landlord testified that the tenant failed to pay the full rent for August, September and October. The total rental arrears as of November 14, 2017 the date of the hearing is \$2,457.50.

Analysis

The landlord provided undisputed evidence at this hearing, as the tenant did not attend. I find that the tenant was obligated to pay the monthly rent in the amount of \$990.00. I accept the landlord's undisputed evidence that the total amount of arrears for this tenancy is \$2,457.50. I issue a monetary award for unpaid rent owing of \$2,457.00 as at January 4, 2016, the date of the hearing, pursuant to section 67 of the *Act*.

In accordance with sections 38 and the offsetting provisions of 72 of the *Act*, I allow the landlords to retain the tenant's \$450.00 security deposit and \$450.00 pet damage deposit in partial satisfaction of the monetary award issued in the landlord's favour.

Conclusion

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

I issue a monetary order in the landlord's favour in the amount of \$1,557.50 under the following terms, which allows the landlord to recover unpaid rent:

Item	Amount
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Unpaid Rent August	\$477.50
Unpaid Rent September	\$990.00
Unpaid Rent October	\$990.00
Less Pet Deposit and Security Deposit	-\$900.00
<b>Total Monetary Order</b>	<b>\$1,557.50</b>

The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and 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: November 14, 2017

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Residential Tenancy Branch