



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FFL OPRM-DR
 CNR LRE MNDCT OLC RR

Introduction

This hearing was convened by way of conference call concerning applications made by the landlords and by the tenant. The landlords have applied for an Order of Possession and a monetary order for unpaid rent or utilities and to recover the filing fee from the tenant for the cost of the application. The tenant has applied for an order cancelling a notice to end the tenancy for unpaid rent or utilities; for an order limiting or setting conditions on the landlords' right to enter the rental unit; for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement; and for an order reducing rent for repairs, services or facilities agreed upon but not provided.

The landlords both attended the hearing, one of whom 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 tenant joined the call. The landlord testified that the tenant was served with the Landlord's Application for Dispute Resolution and notice of this hearing and evidentiary material (the Hearing Package) by registered mail on January 11, 2018 and has provided a copy of a Registered Domestic Customer Receipt stamped with that date by Canada Post, and I am satisfied that the tenant has been served in accordance with the *Residential Tenancy Act*.

Since the tenant did not attend the hearing I dismiss the tenant's application in its entirety without leave to reapply.

During the course of the hearing the landlord advised that the tenant has vacated the rental unit and the landlords have possession of it, and withdraw the application for an Order of Possession, but seek to keep the security deposit in partial satisfaction of the claim for unpaid rent.

Issue(s) to be Decided

The issue remaining to be decided is:

- Have the landlords established a monetary claim as against the tenant for unpaid rent?

Background and Evidence

The landlord testified that this month-to-month tenancy began on March 7, 2017 and the tenant moved out of the rental unit at the end of January, 2018. Rent in the amount of \$725.00 per month was payable on the 1st day of each month. At the outset of the tenancy the landlords collected a security deposit from the tenant in the amount of \$362.50 which is still held in trust by the landlords, and no pet damage deposit was collected. The rental unit is a basement suite in the landlords' home, and the landlords reside in the upper level. A copy of the tenancy agreement has been provided as evidence for this hearing.

The landlord further testified that the tenant failed to pay rent when it was due in January, 2018 and the landlord served the tenant in person with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, a copy of which has been provided as evidence for this hearing. It is dated January 2, 2018 and contains an effective date of vacancy of January 12, 2018 for unpaid rent in the amount of \$590.00 that was due on January 1, 2018. The tenant did not pay any rent after issuance of the notice, and the landlords claim \$590.00 for unpaid rent in addition to the \$100.00 filing fee for the cost of this application.

The tenant moved out of the rental unit, leaving damages, and has not provided the landlords with a forwarding address.

Analysis

I accept the undisputed testimony of the landlord that the tenant was in arrears of rent the sum of \$590.00 of the \$725.00 owed for January, 2018 when the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities was personally served to the tenant. I also accept the undisputed testimony of the landlord that the tenant has not paid any rent since the notice was issued, and the tenant is indebted to the landlords the sum of \$590.00.

Since the landlords have been successful with the application, the landlords are also entitled to recovery of the \$100.00 filing fee from the tenant.

With respect to the security deposit, the landlords have not applied to keep it, however do not have to return it to the tenant until the tenant provides a forwarding address in writing. If the tenant does not provide a forwarding address within 1 year after the end

of the tenancy, the landlords may keep it. If the tenant does provide a forwarding address in writing, the landlords will have 15 days to return it to the tenant or make an application for dispute resolution for the damages and for an order permitting the landlords to keep the security deposit in full or partial satisfaction of the claim.

Conclusion

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

I hereby grant a monetary order in favour of the landlords as against the tenant pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$690.00.

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: February 21, 2018

Residential Tenancy Branch