



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OPC MNR MNDC FF

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("the Act") for: an Order of Possession for Cause pursuant to section 55; a monetary order for unpaid rent pursuant to section 67; authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and authorization to recover the filing fee for this application from the tenant pursuant to section 72. The landlord testified at this hearing that the tenants had vacated the rental unit and therefore she withdrew her application for an Order of Possession. She sought only a monetary award for unpaid rent and the filing fee.

The tenants did not attend this hearing, although I waited until 9:40 a.m. in order to enable the tenants to connect with this teleconference hearing scheduled for 9:30 a.m. The landlord's representative ("the landlord") attended the hearing and was given a full opportunity to be heard, to present sworn testimony, and to make submissions.

The landlord testified that the tenants were served with the landlord's Application for Dispute Resolution ("ADR") by registered mail on January 5, 2018. The landlord provided a copy of the registered mail receipts (one to each tenant) sent to the rental unit address. The landlord provided sworn undisputed testimony that the tenants were both still residing in the rental unit at that time. Based on the documentary evidence and undisputed testimony at this hearing, I find that the tenants were deemed served with the landlord's ADR including Notice of this Hearing on January 10, 2018 (5 days after its registered mailing).

### Issue(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent and to recover the filing fee?

### Background and Evidence

The landlord submitted a copy of the residential tenancy agreement with a start date of April 27, 2014. The landlord testified that she discovered the tenants had vacated the rental unit on January 16, 2018. The current rental amount of \$1234.00 (including a \$25 parking fee) was due on the first of each month.

The landlord submitted a ledger of rental payments as well as receipts documenting the tenants' rental payments. The ledger supported her testimony that they were repeatedly late in their rental payments and that they did not pay December 2017 or January 2018 rent at all prior to vacating the rental unit. The testimony and the ledger submitted by the landlord showed a rental arrears balance of \$2468.00. This includes \$1234.00 for the month of December 2017 and \$1234 for January 2018.

The landlord also sought to recover the filing fee for this application.

### Analysis

I accept the undisputed testimony of the landlord at this hearing that the tenants vacated the rental unit after receiving a 1 Month Notice. I accept the documentary evidence of the landlord that supports her testimony that the tenants continue to owe outstanding rental amount for December 2017 (\$1234.00) and January 2018 (\$1234.00). I note that, while the landlord sought \$2476.00, the sum of the two months' rent is \$2468.00.

Based on all of the evidence provided to me and the undisputed nature of the landlord's application, I find that the tenants failed to pay the December 2017 and January 2018 rent totalling \$2468.00. The tenants did not attend this hearing to dispute the landlord's Notice to End Tenancy and I accept the testimony of the landlord that the tenants vacated the rental unit on or about January 15, 2018. Pursuant to section 26 requiring the tenants to pay rent and section 67 requiring the landlord to prove the amount owed by the tenant, I find that the landlord is entitled to recover the outstanding rental amount totaling \$2468.00.

Pursuant to section 72 of the Act, the landlord is entitled to retain the tenant's \$547.50 security deposit paid at the outset of this tenancy and any interest payable. I note that the landlord testified the tenants did not provide a forwarding address after vacating the rental unit. There is no interest payable for the period of this tenancy. As the landlord

was successful in this application, the landlord is also entitled to recover the \$100.00 filing fee.

Conclusion

I issue a monetary order to the landlord as follows,

Item	Amount
Unpaid Rent December 2017	\$1234.00
Unpaid Rent January 2018	1234.00
Less Security Deposit	-547.50
Recovery of Filing Fee for this Application	100.00
<b>Total Monetary Order</b>	<b>\$2020.50</b>

The landlord is provided with this Order in the above terms and 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: March 13, 2018

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Residential Tenancy Branch