



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

CNR, OPR, MNRL, MNDCL, MNDCL-S, FFL, FFT

Introduction

This hearing was convened in response to the cross applications.

The Landlords filed an Application for Dispute Resolution, in which the Landlord applied for an Order of Possession for Unpaid Rent or Utilities, a monetary Order for unpaid rent or utilities, to retain all or part of the security deposit, and to recover the fee for filing this Application for Dispute Resolution. The Landlords withdrew the application for an Order of Possession, as the rental unit has been vacated.

The female Landlord stated that on January 23, 2018 the Application for Dispute Resolution, the Amendment to an Application for Dispute Resolution, the Notice of Hearing and documents the Landlord submitted to the Residential Tenancy Branch on January 23, 2018 were personally served to the Tenant. In the absence of evidence to the contrary I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*; however the Tenant did not appear at the hearing. The hearing proceeded in the absence of the Tenant.

On February 21, 2018 the Landlord submitted a second evidence package to the Residential Tenancy Branch. The Agent for the Landlord stated that this evidence was served to the Tenant at the rental unit, via registered mail, on February 21, 2018. In the absence of evidence to the contrary I find that this evidence has been served in accordance with section 88 of the *Act* and it was accepted as evidence for these proceedings.

Preliminary Matter

The Tenant filed an Application for Dispute Resolution, in which he applied to cancel a Notice to End Tenancy for Unpaid Rent and to recover the fee for filing this Application for Dispute Resolution.

The hearing was scheduled for 9:30 a.m. on this date and by the time the teleconference was terminated at 9:42 a.m., the Tenant had not appeared.

I find that the Tenant failed to diligently pursue his Application for Dispute Resolution and I therefore dismiss the Application, without leave to reapply.

Issue(s) to be Decided

Are the Landlords entitled to retain the security deposit?

Are the Landlords entitled to a monetary Order for unpaid rent?

Background and Evidence

The female Landlord stated that:

- this tenancy began on September 01, 2016;
- the rental unit was vacated on March 05, 2018;
- when the tenancy began the rent was \$1,300.00 per month;
- rent was reduced to \$1,250.00 for January and February of 2018;
- the Tenant paid a security deposit of \$650.00;
- the Tenant did not pay any rent for January, February, or March of 2015;
- the Tenant still owes \$400.00 in rent for December of 2017;
- a Ten Day Notice to End Tenancy for Unpaid Rent, which had an effective date of January 27, 2018, was personally served to the Tenant on January 14, 2018; and
- the Ten Day Notice to End Tenancy declared that the Tenant must vacate the unit by January 27, 2018.

The Landlords are seeking compensation for unpaid rent in the following amounts:

- December of 2017 - \$400.00
- January of 2018 - \$1,250.00
- February of 2018 - \$1,250.00
- Pro-rated rent for five days in March of 2018 - \$209.67

Analysis

On the basis of the undisputed evidence I find that the Tenant was obligated to pay monthly rent of \$1,300.00 for December of 2017, which was reduced to \$1,250.00 for January and February of 2018.

On the basis of the undisputed evidence I find that the Tenant did not vacate the rental unit until March 05, 2018 and that he still owes rent of \$3,109.67 for the period between December 01, 2017 and March 05, 2018. I therefore grant the Landlord's claim for unpaid rent in the amount of \$3,109.67.

I find that the Landlords' claim has merit and that the Landlords are entitled to recover the cost of filing this Application for Dispute Resolution.

Conclusion

The Tenant's Application for Dispute Resolution is dismissed, without leave to reapply.

The Landlords have established a monetary claim, in the amount of \$3,209.67, which includes \$3,109.67 in unpaid rent and \$100.00 in compensation for the fee paid to file this Application for Dispute Resolution. Pursuant to section 72(2) of the *Act*, I authorize the Landlords to keep the Tenant's security deposit of \$650.00, in partial satisfaction of the monetary claim.

Based on these determinations I grant the Landlords a monetary Order for the balance of \$2,559.67. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims 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 *Act*.

Dated: March 15, 2018

Residential Tenancy Branch