



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding REZENN REALTY INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, RPP, MNR, MNSD, FF

Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the parties under the *Residential Tenancy Act* (the “Act”).

The Landlord filed an Application requesting to recover unpaid rent and /or utilities and to keep all or part of the security deposit and/or pet damage deposit.

The Tenants filed an Application seeking to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities and for compensation for damage to personal belongings.

The Landlord’s agent appeared at the hearing; however, the Tenants did not. The Landlord’s agent testified that the Notice of Hearing was served to the Tenants using Registered Mail on March 7, 2018. The Landlord’s agent provided the registered mail receipt tracking numbers as proof of service. I find that the Tenants were served the Notice of Hearing documents in accordance with sections 89 and 90 of the Act. The Tenants are deemed served with the Notice of Hearing and they failed to attend the hearing.

The hearing process was explained and the Landlord’s agent was asked if she had any questions. The Landlord’s agent provided affirmed testimony and was provided the opportunity to present her evidence orally and in written and documentary form, and 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.

Preliminary and Procedural Matters

The Tenants applied for dispute resolution on February 8, 2018, seeking to cancel a notice to end tenancy and also seeking compensation. The Tenants failed to attend the

hearing. Since the Tenants failed to attend the hearing, their application is dismissed without leave to reapply.

The hearing proceeded on the Landlord's application. The Landlord's agent testified that the Tenants moved out of the rental unit on March 31, 2018. She testified that she entered the unit on March 31, 2018, and the Tenants were gone.

Issues to be Decided

- Is the Landlord entitled to the monetary relief sought for unpaid rent?
- Is the Landlord entitled to keep the security deposit in partial satisfaction of the claim for unpaid rent?

Background and Evidence

The Landlords agent testified that the tenancy began on August 1, 2017, as a one year fixed term tenancy. Rent in the amount of \$1,850.00 is due by the first day of each month. The Tenants paid the Landlord a security deposit of \$925.00. The Landlord testified that she returned \$460.00 of the security deposit to the Tenants some time in February 2018. The Landlords agent testified that she is holding a security deposit of \$465.00.

Rent

The Landlord's agent testified that the Tenants did not pay the rent when it was due under the tenancy agreement.

The Landlords agent testified that the Tenants owe rent for the months of February 2018, and March 2018.

In support of the claim, the Landlord provided a copy of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated February 5, 2018, that was issued to the Tenants on February 5, 2018.

Security Deposit

The Landlord seeks to retain the security deposit of \$465.00 in partial satisfaction of the claim for unpaid rent.

Analysis

Based on all of the above, the evidence and testimony, and on a balance of probabilities, I find as follows:

I find that the Tenants were served with the Notice of Hearing and failed to attend the hearing.

I find that the Tenants failed to pay the rent owing under the tenancy agreement for the months of February 2018, and March 2018. I find that the Tenants owe the Landlord \$3,700.00 in unpaid rent.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. I order the Tenants to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution.

I find that the Landlord has established a monetary claim of \$3,800.00 comprised of \$3,700.00 for unpaid rent, and the \$100.00 fee paid by the Landlord for this hearing.

I order that the Landlord can keep the security deposit in the amount of \$465.00 in partial satisfaction of the Landlord's claim.

After setting off the security deposit of \$465.00 towards the claim of \$3,800.00 I find that the Landlord is entitled to a monetary order in the amount of \$3,335.00. This monetary order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court. The Tenants are cautioned that costs of such enforcement are recoverable from the Tenants.

Conclusion

The Landlord established a monetary claim of \$3,800.00 for unpaid rent and the cost of the filing fee.

The Landlord is authorized to retain the security deposit of \$465.00.

I grant the Landlord a monetary order in the amount of \$3,335.00.

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: April 16, 2018

Residential Tenancy Branch