



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL-S, FFL

Introduction

This hearing dealt with an Application for Dispute Resolution (the “Application”) that was filed by the Landlords under the *Residential Tenancy Act* (the “Act”), seeking \$1,800.00 in compensation for unpaid rent and recovery of the \$100.00 filing fee, as well as authorization to withhold the Tenants’ \$600.00 security deposit against the above noted amounts.

The hearing was convened by telephone conference call and was attended by the Landlord, M.D., who provided affirmed testimony. The Tenants did not attend. The Landlord was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

The Residential Tenancy Branch Rules of Procedure (the “Rules of Procedure”) state that the respondents must be served with a copy of the Application and Notice of Hearing. As the Tenants did not attend the hearing, I inquired with the Landlord regarding service of these documents as explained below.

In the hearing the Landlord testified that the Application, the Notice of Hearing, and the documentary evidence before me for consideration were sent individually to each of the Tenants at the forwarding address provided to her in writing at the end of the tenancy. The Landlord stated that the packages were sent to the Tenants by registered mail on November 23, 2017, and provided me with the registered mail tracking numbers and a copy of the written notice of forwarding address. With her consent, I logged into the Canada Post tracking website and verified that the registered mail was sent as stated above. Based on the above, I am satisfied that the Tenants were deemed served with the Application, the Notice of Hearing, and the documentary evidence before me for consideration on November 28, 2017, five days after it was sent by registered mail.

I have reviewed all evidence and testimony before me that was accepted for consideration in this matter in accordance with the Rules of Procedure; however, I refer only to the relevant facts and issues in this decision.

At the request of the Landlord, copies of the decision and any orders issued in favor of the Landlords will be e-mailed to them at the e-mail address provided in the hearing.

Issue(s) to be Decided

Is the Landlord entitled to monetary compensation for unpaid rent, recovery of the filing fee, and authorization to withhold all or a portion of the security deposit?

Background and Evidence

The tenancy agreement in the documentary evidence before me indicates that the 12 month fixed-term tenancy began on June 1, 2017, at a monthly rent amount of \$1,200.00. The tenancy agreement also states that rent is due on the first day of each month and that a security deposit in the amount of \$600.00 was paid, which the Landlord testified she still holds.

The Landlord testified that the Tenants moved out of the rental unit on October 1, 2017 as the result of a Mutual Agreement to End Tenancy. The Landlord also stated that the Tenant G.D. signed a promise to pay overdue rent on October 30, 2017, which states that as of that date, the Tenants owed \$1,800.00 in outstanding rent and that the Landlord is entitled to keep the \$600.00 security deposit in partial payment of the outstanding rent. In support of her testimony the Landlord provided copies of the Mutual Agreement to End Tenancy and the Promise to Pay Overdue rent in the documentary evidence before me.

Based on the above, the Landlord stated that they are seeking authorization to retain the \$600.00 security deposit and a Monetary Order in the amount of \$1,300.00 for the remaining \$1,200.00 in rent owed and recovery of the \$100.00 filing fee.

The Tenants did not appear at the hearing to provide any evidence or testimony for my consideration.

Analysis

I accept the Landlord's undisputed documentary evidence and testimony that at the time the tenancy ended, they Tenants owed \$1,800.00 in outstanding rent. Pursuant to section 72 of the Act, I also find that the Landlords are entitled to the recovery of the \$100.00 filing fee and to retain the \$600.00 security deposit paid by the Tenants in partial recovery of the above noted amounts.

Based on the above, the Landlords are therefore entitled to a Monetary Order in the amount of \$1,300.00.

Conclusion

Pursuant to section 67 of the *Act*, I grant the Landlords a Monetary Order in the amount of \$1,300.00. The Landlords are provided with this Order in the above terms and the Tenants must be served with **this Order** as soon as possible. Should the Tenants 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: June 22, 2018

Residential Tenancy Branch