



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

MNRLS, FFL

Introduction

This hearing was convened as a result of the landlords' Application for Dispute Resolution ("application") under the *Residential Tenancy Act* ("Act") for a monetary order for unpaid rent or utilities, for authorization to retain the tenant's security deposit and to recover the cost of the filing fee.

Landlord DH ("landlord") attended the teleconference hearing and gave affirmed testimony. During the hearing the landlord was given the opportunity to provide their evidence orally. A summary of the evidence is provided below and includes only that which is relevant to the hearing.

As the tenant did not attend the hearing, service of the Notice of a Dispute Resolution Hearing ("Notice of Hearing"), application and documentary evidence were considered. The landlord testified that the Notice of Hearing, application and documentary evidence were served on the tenant by registered mail on November 20, 2017. The registered mail tracking number has been included on the cover page of this decision for ease of reference. According to the online registered mail tracking website the registered mail packages were signed for and accepted on November 23, 2017.

Based on the undisputed testimony before me and the registered mail tracking number provided which was confirmed by way of the online registered mail website, I find the tenant was served with the Notice of Hearing, application and documentary evidence on November 23, 2017 which is the date the tenant signed for and accepted the registered mail package. I also accept that the tenant was sufficiently served with the landlord's documentary evidence under the *Act*. Therefore, the hearing continued without the tenant present and as such, I consider this application to be unopposed by the tenant.

Preliminary and Procedural Matter

The landlord confirmed the email addresses of both landlords at the outset of the hearing. Accordingly, the decision will be emailed to the landlords and sent by regular mail to the tenant who did not attend the hearing to provide their email address.

Issues to be Decided

- Are the landlords entitled to a monetary order under the *Act*, and if so, in what amount?
- What should happen to the tenant's security deposit under the *Act*?
- Are the landlords entitled to the recovery of the cost of the filing fee under the *Act*?

Background and Evidence

A copy of the tenancy agreement was submitted in evidence. A fixed-term tenancy began on March 1, 2017 and was not scheduled to expire until February 28, 2019. Monthly rent was \$1,100.00 per month and was due on the first day of each month. The tenant paid a security deposit of \$500.00 at the start of the tenancy which the landlord continues to hold.

According to the landlord, the tenant was served with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities ("10 Day Notice") for unpaid October 2017 rent of \$1,100.00 which the landlord stated the tenant did not dispute or pay before vacating the rental unit on November 2, 2017. The landlords are seeking unpaid rent of \$1,100.00 for October 2017 and are requesting to offset that amount with the tenant's security deposit. The landlords are also seeking the recovery of the cost of the filing fee under the *Act*.

Analysis

Based on the undisputed documentary evidence and undisputed testimony of the landlord provided during the hearing, and on the balance of probabilities, I find the following.

As I have accepted that the tenant was served with the Notice of Hearing, application and documentary evidence and did not attend the hearing, I consider this matter to be unopposed by the tenant. As a result, I find the landlord's application is fully successful as I find the testimony and evidence presented supports the landlords' claim and is reasonable. I also find that the tenant breached section 26 of the *Act* which requires the tenant to pay rent on the date that it is due in accordance with the tenancy agreement which in the matter before me was October 1, 2017 and of which I find the tenant failed to do. Consequently, based on the tenant's breach of section 26 of the *Act*, I find the landlords have met the burden of proof in proving their entire claim of **\$1,100.00** as claimed for unpaid October 2017 rent.

As the landlords' claim was successful, I find the landlords are entitled to the recovery of the cost of the filing fee of **\$100.00** pursuant to section 72 of the *Act*, as their application was fully successful. Based on the above, I find the landlords have established a total monetary claim of **\$1,200.00** comprised of \$1,100.00 for unpaid rent plus the \$100.00 recovery of the cost of the filing fee.

As the landlords continue to hold the tenant's \$500.00 security deposit and pursuant to sections 38 and 72 of the *Act*, I authorize the landlords to retain the tenant's full security deposit of \$500.00 which has accrued \$0.00 in interest, in partial satisfaction of the landlords' monetary claim. I grant the landlords a monetary order pursuant to section 67 of the *Act*, for the balance owing by the tenant to the landlords in the amount of **\$700.00**.

I caution the tenant to comply with section 26 of the *Act* in the future.

Conclusion

The landlords' application is fully successful.

The landlords have been authorized to retain the tenant's full security deposit of \$500.00 including \$0.00 in interest, in partial satisfaction of the landlords' monetary claim of \$1,200.00.

The landlords have been granted a monetary order pursuant to section 67 of the *Act*, for the balance owing by the tenant to the landlords in the amount of \$700.00. The landlords must serve the tenant with the monetary order and may enforce the monetary order in the Provincial Court (Small Claims Division).

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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 25, 2018

Residential Tenancy Branch