



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding GRAND HOPE DEVELOPMENTS INC
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MNSD, FFL

Introduction

On October 25, 2017, the Landlord submitted an Application for Dispute Resolution for a monetary order for unpaid rent or utilities; to keep the security deposit; and to recover the cost of the filing fee.

The matter was set for a conference call hearing at 9:00 a.m. on this date. The Landlord's agent ("the Landlord") attended the teleconference hearing; however, the Tenants did not. The Landlord provided affirmed testimony that the Tenants were served with the Notice of Hearing by registered mail on October 26, 2017. The Landlord provided a document that indicates the Tenants picked up the registered mail on October 27, 2017. The Landlord provided a copy of the registered mail tracking number as proof of service. I find that the Tenants have been duly served with the Notice of Dispute resolution proceeding in accordance with sections 89 and 90 of the Act.

The Landlord was provided the opportunity to present his evidence orally and in written and documentary form, and to make submissions at the hearing.

Issues to be Decided

- Is the Landlord entitled to a monetary order to recover unpaid rent?
- Is the Landlord entitled to keep the security deposit towards unpaid rent?
- Is the Landlord entitled to recover the cost of the filing fee?

Background and Evidence

The Landlord testified that they purchased the property in July 2015, and the Tenants were already living in the rental unit on a month to month basis. Rent in the amount of \$699.98 was to be paid by the first day of each month. The Tenants paid the original Landlord a security deposit of \$337.50.

The Landlord testified that the Tenants failed to pay the rent owing under the tenancy agreement and the Landlord issued a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities. The Landlord applied for a hearing and were granted an order of possession for the rental unit. The Landlord attended the Courts and obtained a writ of possession and hired a bailiff to remove the Tenants from the rental property.

The Landlord testified that the Tenants were evicted in February 2018.

The Landlord testified that the Tennats owe the Landlord the following amount of rent:

February 2017	\$675.00
March 2017	\$699.98
April 2017	\$699.98
May 2017	\$699.98
June 2017	\$699.98
July 2017	\$699.98
August 2017	\$699.98
September 2017	\$699.98
October 2017	\$699.98
total	\$6,274.84

The Landlord asks to keep the security deposit in the amount of \$387.50 in partial satisfaction of his claim for unpaid rent.

Analysis

Based on the evidence before me, the testimony of the Landlord, and on a balance of probabilities, I make the following findings:

The Tenants were deemed served with the Notice of Dispute Resolution Proceeding and failed to attend the hearing.

The Landlord's monetary claim for unpaid rent is unopposed. I find that the Tenants failed to pay the rent due under the tenancy agreement for the months listed above. I find that the Tenants owe the Landlord the amount of \$6,274.84 for unpaid rent.

I order that the Landlord can keep the security deposit in the amount of \$337.50 in partial satisfaction of the Landlord's claim for 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 total monetary claim of \$6,374.84 comprised of unpaid rent and the \$100.00 fee paid by the Landlord for this hearing. After setting off the security deposit of \$337.50 towards the claim of \$6,374.84, I find that the Landlord is entitled to a monetary order in the amount of \$6,037.34.

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 has established a monetary claim for unpaid rent in the amount of \$6,374.84 against the Tenants. I order that the Landlord can keep the security deposit in the amount of \$337.50 in partial satisfaction of the Landlord's claim.

I grant the Landlord a monetary order in the amount of \$6,037.34.

The Landlord requested that this Decision be sent to the Tenant's email address that the Landlord provided in the application. The Tenants are no longer living at the dispute address.

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: July 19, 2018

Residential Tenancy Branch