



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNRL-S, FFL

### Introduction

This teleconference hearing was scheduled in response to an application by the Landlords under the *Residential Tenancy Act* (the “Act”) for monetary compensation for unpaid rent, to retain the security deposit towards compensation owing and for the recovery of the filing fee paid for this application.

Two of the Landlords were present for the teleconference hearing and were affirmed to be truthful in their testimony. No one called in for the Tenant during the approximately 15-minute duration of the hearing. The Landlords stated that they served the Tenant with the Notice of Dispute Resolution Proceeding package and a copy of their evidence in person on December 7, 2018. They stated that the Tenant was still residing in the rental unit at this time as she moved out on December 10, 2018. I accept the Landlords’ testimony and therefore find that the Tenant was duly served in accordance with Sections 88 and 89 of the *Act*.

I have reviewed all oral and written evidence before me that met the requirements of the *Residential Tenancy Branch Rules of Procedure*. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

### Preliminary Matters

On the Application for Dispute Resolution, the Landlords stated their address as the same as the Tenants. However, as the Landlords clarified during the hearing that the rental unit was a lower level unit in their home, the application was amended to add ‘basement’ to the dispute address. This amendment was made pursuant to Section 64(3)(c) of the *Act*.

### Issues to be Decided

Are the Landlords entitled to compensation for unpaid rent?

Should the Landlords be allowed to retain the security deposit towards unpaid rent?

Should the Landlords be awarded the recovery of the filing fee paid for the Application for Dispute Resolution?

### Background and Evidence

The Landlords provided undisputed testimony on the tenancy and submitted the tenancy agreement as evidence. The tenancy began on November 30, 2017 with the previous owners of the residential property. The Landlords purchased the home and took possession on February 1, 2018 with the tenancy already in place. Rent in the amount of \$1,000.00 was due on the first day of each month. A security deposit of \$500.00 was paid at the outset of the tenancy.

The Landlords had a previous dispute resolution proceeding and through the decision from this proceeding dated November 1, 2018 they were granted an Order of Possession, as well as a Monetary Order for \$600.00. The Monetary Order was comprised of \$1,000.00 for October 2018 rent, \$100.00 for the filing fee and a deduction of \$500.00 as the Landlords were granted authorization to retain the security deposit towards the total amount owing. The file number for the November 1, 2018 decision is noted on the front page of this decision.

The Landlords stated that the Tenant did not pay the full Monetary Order which is why they applied for the amount still owing. The Landlords submitted a copy of an email confirming an e-transfer from the Tenant on November 1, 2018 in the amount of \$945.00. They stated that this was for October 2018 rent which left an amount of \$55.00 owing for October. However, it was explained that the amounts previously found to be owing cannot be decided on again and instead that a Monetary Order can be enforced through the courts.

In addition, the Landlords also applied for unpaid rent for November and December 2018 as the Tenant did not move out until December 10, 2018. The Landlords also applied to retain the security deposit of \$500.00.

The Landlords testified that they did not receive any money towards November or December 2018 rent.

### Analysis

Although the Landlords applied for compensation towards an unpaid Monetary Order awarded to them on November 1, 2018 through a previous dispute resolution proceeding, I decline to award any amount towards this given that the Monetary Order is still in effect and may be enforced by the Landlords.

As for November and December 2018 rent in the amount of \$1,000.00 each month, I accept the testimony of the Landlords that since November 1, 2018 when a \$945.00 payment was made, no further payments were made towards outstanding rent. I find that the Tenant owed rent on November 1, 2018 and December 1, 2018 as stated in Section 26 of the *Act* and as confirmed by the tenancy agreement. I also note that although the Tenant moved out partway through December 2018, the Tenant still owed rent as due on December 1, 2018.

Although the Landlords claimed that the Tenant's payment of \$945.00 on November 1, 2018 was for the Monetary Order for unpaid rent for October 2018, for ease of clarifying the amounts owed on each Monetary Order, the amount of \$945.00 will be applied towards November 2018 rent. The Landlords may enforce the previous Monetary Order if it has not been paid. As such, I find that the Tenant owes an additional \$55.00 for November 2018 rent and the full rent amount of \$1,000.00 for December 2018.

Although the Landlords applied to keep the security deposit of \$500.00 towards the amount owing, I find that this was already granted through the previous hearing and decision of November 1, 2018. Therefore, I find that the security deposit has been dealt with and I decline to make further findings on this.

As the Landlords were partially successful with their application, pursuant to Section 72 of the *Act*, I award the recovery of the filing fee in the amount of \$100.00.

The Landlords are awarded a Monetary Order in the amount outlined below:

November 2018 rent	\$1,000.00
<i>Less amount paid on November 1, 2018</i>	<i>(\$945.00)</i>
December 2018 rent	\$1,000.00
Recovery of filing fee	\$100.00

Total owing to Landlord	\$1,155.00
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Conclusion

Pursuant to Sections 67 and 72 of the *Act*, I grant the Landlords a **Monetary Order** in the amount of **\$1,155.00** for rent owed for November and December 2018 and for recovery of the filing fee paid for the application. The Landlords are provided with this Order in the above terms and the Tenant must be served with this Order as soon as possible. Should the Tenant 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: April 1, 2019

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Residential Tenancy Branch