



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, FFL, MNRL-S, MNDCL-S

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an Order of Possession for unpaid rent pursuant to section 55;
- a monetary order for unpaid rent and for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- authorization to retain all or a portion of the tenants' pet damage and security deposits (the deposits) in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover his filing fee for this application from the tenants pursuant to section 72.

The tenants did not attend this hearing, although I waited until 9:40 a.m. in order to enable them to connect with this teleconference hearing scheduled for 9:30 a.m. The landlord attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

The landlord entered written evidence that he personally served the tenants in the presence of a witness the 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) on January 8, 2019. I am satisfied that the tenants were served the notice in accordance with section 88 of the *Act*.

The landlords' agent gave written evidence and sworn oral testimony that copies of the landlord's dispute resolution hearing package were personally served in the presence of a witness on both tenants on February 24, 2019. I am satisfied that the tenants were served notice of this hearing and the landlords application in accordance with section 89 of the *Act*, accordingly the hearing proceeded and completed in the absence of the

tenants. At the outset of the hearing the landlord advised the tenants abandoned the unit on March 4, 2019 without notice, accordingly I dismiss the landlords request for an order of possession as it is no longer necessary.

#### Issues(s) to be Decided

Is the landlord entitled to an Order of Possession for unpaid rent?

Is the landlord entitled to a monetary award for unpaid rent?

Is the landlord entitled to retain all or a portion of the tenants' deposits in partial satisfaction of the monetary award requested?

Is the landlord entitled to recover the filing fee for this application from the tenants?

#### Background and Evidence

The tenancy began on or about October 1, 2018. Rent in the amount of \$1200.00 is payable in advance on the first day of each month. At the outset of the tenancy the tenant paid a \$600.00 security deposit which the landlord still holds. The tenants failed to pay rent in the month(s) of December 2018 and January 2019 and on and on January 8, 2019 the landlord served the tenants with a notice to end tenancy. The tenants further failed to pay rent in the month(s) of February and March. The landlord advised that as of today's hearing the amount of unpaid rent is \$4750.00 as the tenants only paid \$50.00 towards Decembers rent.

#### Analysis

The tenants failed to pay their rent in full within five days of being deemed to have received the 10 Day Notices. The tenants have not made application pursuant to section 46(4) of the *Act* within five days of being deemed to have received the 10 Day Notice. In accordance with section 46(5) of the *Act*, the tenants' failure to take either of these actions within five days led to the end of their tenancy on the corrected effective date of the notice.

Based on the undisputed evidence provided by the landlord, I am satisfied that the tenants continue to owe the landlord unpaid rent. I find that the landlord is entitled to the \$4750.00 of unpaid rent. The landlord is also entitled to the recovery of the \$100.00 filing fee for this application. The landlord is also entitled to retain the security deposit, using the offsetting provision under Section 72 of the *Act*; I hereby apply the security deposit against the amount of unpaid rent. I issue a monetary award in the landlord's favour in the amount of \$4250.00

Conclusion

The landlord is granted a monetary order for \$4250.00. The landlord may retain the security deposit.

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 08, 2019

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Residential Tenancy Branch