



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding METRO VANCOUVER HOUSING  
CORPORATION and [tenant name suppressed to protect privacy]

## **DECISION**

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

### Introduction

This hearing dealt with the landlord's application for dispute resolution under the Residential Tenancy Act ("Act"). The landlord applied for an order of possession for the rental unit due to unpaid rent, a monetary order for unpaid rent and other compensation, for authority to retain the tenants' security deposit, and for recovery of the filing fee paid for this application.

The landlord attended; the tenants did not attend the telephone conference call hearing.

The landlord gave evidence that they served each tenant with their application for dispute resolution and notice of hearing by registered mail on March 21, 2019. The landlord supplied the Canada Post receipts showing the tracking numbers of the registered mail and tracking records for the registered mail. The landlord stated that the tenants collected their registered mail on March 22, 2019.

Based upon the submissions of the landlord, I accept the tenants were served notice of this hearing in a manner complying with section 89(1) of the Act and the hearing proceeded in the tenants' absence.

The landlord was provided the opportunity to present their evidence orally and to refer to relevant documentary evidence submitted prior to the hearing and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Dispute Resolution Rules of Procedure ("Rules"); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

### Preliminary and Procedural Matter

The landlord submitted that the tenants had vacated the rental unit shortly before the hearing and no longer required an order of possession for the rental unit. I have therefore amended their application to remove that request.

### Issue(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent and for other monetary compensation, and to recover the filing fee?

### Background and Evidence

The landlord gave evidence that this tenancy began on November 1, 2006, monthly rent began at \$805.00, was increased throughout the tenancy, and a security deposit of \$402.50 was paid by the tenants at the beginning of the tenancy. The landlord submitted a copy of the written tenancy agreement and the notices of rent increases, showing an ultimate rent increase to \$1,127.00 as of January 1, 2019.

The landlord provided oral and documentary evidence that on March 5, 2019, the tenants were served with a 10 Day Notice to End Tenancy for Unpaid Rent ("Notice"), by attaching it to the tenants' door, listing unpaid rent of \$2,254.00 as of March 1, 2019. The effective vacancy date listed on the Notice was March 15, 2019. The landlord submitted a copy of the Notice.

The Notice informed the tenants that the Notice would be cancelled if the rent was paid within five days. The Notice also explained that alternatively the tenants had five days to dispute the Notice by making an application for dispute resolution.

The landlord submitted that the tenants made a payment towards the rent deficiency in the amount of \$1,129.00 on March 20, 2019, and they were issued a receipt on a "use and occupancy" basis. As of the date of the hearing, the tenants owed \$3,381.00 in unpaid rent as they stayed in the rental unit through the beginning of May, 2019. The landlord submitted that the tenants also owed \$25.00 for a returned cheque charge.

The landlord submitted that the electrical usage for the rental unit is assessed by the municipality and that the tenants left the rental unit owing the amount of \$467.07, for which they are claiming. The landlord submitted copies of the hydro assessment.

I have no evidence before me that the tenants applied to dispute the Notice.

### Analysis

Based on the relevant evidence before me, and on a balance of probabilities, the following findings will be made.

Section 90 of the Act states that documents served by posting on the door are deemed delivered three days later. Thus the tenants were deemed to have received the Notice on March 8, 2019, and the listed move out date of March 15, 2019, is automatically changed to March 18, 2019, pursuant to section 53 of the Act.

I find the landlord submitted sufficient evidence to prove that the tenants were served a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, did not pay the outstanding rent or file an application in dispute of the Notice within 5 days of service and are therefore conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice.

I find the landlord submitted sufficient evidence to demonstrate that the tenants owe the landlord the amount of \$3,381.00 in unpaid rent and loss of rent through May 2019. I grant the landlord a monetary award in that amount. I note that due to the tenants' vacating the rental unit in May 2019, without paying rent as due on May 1, 2019, I find the landlord is entitled to unpaid rent or loss of rent for that entire month.

I find the landlord submitted sufficient evidence to show that the tenants vacated the rental unit owing unpaid utilities in the amount of \$467.07. I grant the landlord a monetary award in that amount.

As to the landlord's claim for \$25.00 for a returned monthly rent cheques, section 7(1)(d) of the Residential Tenancy Regulation allows a landlord to charge an administration fee up to \$25.00, if allowed by the tenancy agreement. On that basis, I find the landlord is entitled to a monetary award of \$25.00 for a returned rent cheque.

I also grant the landlord recovery of their filing fee of \$100.00.

I therefore find that the landlord is entitled to a monetary award of \$3,973.07, comprised of \$3,381.00 for unpaid rent and/or a loss of rent through May 2019, the administrative fee of \$25.00, unpaid utilities of \$467.07, and the \$100.00 filing fee paid by the landlord for this application.

At the landlord's request, I allow the landlord to retain the tenants' security deposit of \$402.50 and accumulated interest on the security deposit of \$12.84 in partial satisfaction of their monetary award.

I grant the landlord a final, legally binding monetary order pursuant to section 67 of the Act for the balance due, in the amount of \$3,557.73.

Should the tenants fail to pay the landlord this amount without delay after being served the order, the order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an order of that Court. The tenants are advised that costs of such enforcement are recoverable from the tenants.

### Conclusion

The landlord's application for a monetary order for unpaid rent, an administrative fee, unpaid utilities and recovery of the filing fee has been granted.

The landlord has been granted authority to retain the tenants' security deposit and a monetary order in the amount of \$3,557.73.

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: May 22, 2019

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Residential Tenancy Branch