



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CL 17719 GP Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes **FFL MNRL-S**

Introduction

This hearing dealt with an application by the landlord under the *Residential Tenancy Act* (the *Act*) for the following:

- A monetary order for unpaid rent and for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement pursuant to section 67 of the *Act*;
- Authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 72 of the *Act*; and
- Authorization to recover the filing fee for this application pursuant to section 72.

The landlord's agents JG and AG ("the landlord") attended the hearing and had the opportunity to call witnesses and present affirmed testimony and written evidence.

The tenants did not attend the hearing. I kept the teleconference line open from the scheduled time for the hearing for an additional eleven minutes to allow the tenants the opportunity to call. The teleconference system indicated only the landlord and I had called into the hearing. I confirmed the correct call-in number and participant code for the tenant was provided.

The landlord provided affirmed testimony that the landlord served the tenants with the Notice of Hearing and Application for Dispute Resolution by posting the documents to the tenants' door on February 21, 2019, thereby effecting service under section 90 of the *Act* 5 days later, that is, on February 26, 2019.

I therefore find the landlord served the tenants with the Notice of Hearing and Application for Dispute Resolution on February 26, 2019.

Issue(s) to be Decided

Is the landlord entitled to a monetary order pursuant to section 67 of the *Act*?

Is the landlord entitled to retain the security deposit pursuant to section 72 of the *Act*?

Is the landlord entitled to reimbursement of the filing fee pursuant to section 72 of the *Act*?

Background and Evidence

The landlord provided undisputed testimony regarding the following facts.

The landlord testified that the parties entered into a signed tenancy agreement commencing January 7, 2008. Rent was \$795.00 a month payable on the first of the month. The landlord submitted a copy of the agreement signed by both parties.

At the beginning of the tenancy, the tenants provided a security deposit of \$375.00 which is held by the landlord. The landlord testified the tenants have not provided the landlord authorization to retain the security deposit.

The landlord issued a 10-Day Notice to End Tenancy for Unpaid Rent or Utilities ("Ten-Day Notice") dated February 3, 2019 which the landlord testified was served by posting to the tenants' door on that day thereby effecting service under section 90 on February 6, 2019.

A copy of the Ten-Day Notice with an effective vacancy date of February 13, 2019 (corrected to February 16, 2019) was submitted as evidence. The Notice requires the tenants to pay the rent and utilities to the landlord or file an Application for Dispute Resolution within five days.

The landlord testified the tenants did not pay the rent owing or file an Application for Dispute resolution within five days. The tenants vacated the unit at the end of February 2019.

In support of the landlord's claim for outstanding rent, the landlord submitted a Monetary Order Worksheet setting out the outstanding rent as well as a copy of the tenants' cheque for rent for February 2019 which was returned to the landlord NSF.

The landlord testified the tenants made no payments on outstanding rent following the issuance of the Notice and they did not file an Application for Dispute Resolution.

The landlord requested a monetary award of \$795.00 for outstanding rent as well as reimbursement of the amount of the filing fee of \$100.00. The landlord requested authorization to apply the security deposit of \$375.00 to the monetary award.

Analysis

The landlord provided undisputed evidence at this hearing as the tenants did not attend.

I have reviewed all documentary evidence and testimony. I find the form and content of the Ten-Day Notice complied with section 52 of the *Act*.

I find the tenants were served with the Ten-Day Notice on February 6, 2019 in accordance with section 88 of the *Act*.

I find the tenants did not pay the overdue rent or dispute the Ten-Day Notice within the five-day period following service.

Based on the uncontradicted evidence of the landlord, I find the landlord is entitled to a monetary award pursuant to section 67 in the amount of \$795.00 for unpaid rent. As the landlord was successful in this application, I award the landlord reimbursement of the \$100.00 filing fee for a total monetary order of \$895.00.

Pursuant to section 72, I authorize the landlord to retain the security deposit in partial satisfaction of the monetary award.

A summary of my monetary finding follows:

ITEM	AMOUNT
Award to landlord for outstanding rent	\$795.00
Reimbursement of filing fee	\$100.00
(Less security deposit)	(\$375.00)
Monetary Order	\$520.00

Conclusion

I grant a monetary order to the landlord in the amount of **\$520.00**.

This order must be served on the tenants. If the tenants fail to comply with this order, the landlord may file the order in the Provincial Court (Small Claims) and be 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: June 04, 2019

Residential Tenancy Branch