



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: OPR, MNRL-S & FFL

### **Introduction**

The Application for Dispute Resolution filed by the landlord seeks the following:

- a. An Order for Possession for non payment of rent.
- b. A Monetary Order in the sum of \$3010 for non-payment of rent and utilities
- c. An Order to retain the security deposit.
- d. An Order to recover the cost of the filing fee.

The tenant(s) failed to appear at the scheduled start of the hearing which was 11:00 a.m. on August 20, 2019. The landlord was present and ready to proceed. I left the teleconference hearing connection open and did not start the hearing until 10 minutes after the schedule start time in order to enable the tenant to call in. The tenant(s) failed to appear. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I then proceeded with the hearing. The landlord was given a full opportunity to present affirmed testimony, to make submissions and to call witnesses.

Rule 4.2 of the Rules of Procedure provide as follows:

#### 4.2 Amending an application at the hearing

In circumstances that can reasonably be anticipated, such as when the amount of rent owing has increased since the time the Application for Dispute Resolution was made, the application may be amended at the hearing.

If an amendment to an application is sought at a hearing, an Amendment to an Application for Dispute Resolution need not be submitted or served.

I ordered that the Application for Dispute Resolution be amended to include the claim for loss of rent for July 2019 in the sum of \$1930.

On the basis of the solemnly affirmed evidence presented at the hearing a decision has been reached. All of the evidence was carefully considered.

I find that the 10 day Notice to End Tenancy was personally served on the Tenant on June 3, 2018. Further I find that the Application for Direct Request was served on the Tenant by mailing, by registered mail to where the tenant resides on June 22, 2019. I find that the Application for Dispute Resolution and Notice of Dispute Resolution Hearing was served on the tenant by mailing, by registered mail to where the tenant resides on July 4 2019. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the landlord is entitled to an Order for Possession?
- b. Whether the landlord is entitled to A Monetary Order and if so how much?
- c. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?
- d. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence:

The parties entered into a written tenancy agreement that provided that the tenancy would start on January 1, 2019 and continue on a month to month basis. The rent is \$1930 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit of \$875 at the start of the tenancy.

The tenant failed to pay the rent May (\$1080 remains outstanding after deducting the \$750 payment made on April 17, 2019 and the \$100 payment made on April 23, 2019) and June (\$1930 is outstanding) and July 2019 (the sum of \$1930 is outstanding and the sum of \$4940 remains owing. In addition the tenant paid \$700 for utilities. However, I determined the tenant owes \$44.84 for utilities for April 2019 and May 2019. The total amount that remains owing is \$4984.84. The tenant has not paid the utilities for June 2019 and July 2019 or the rent for August 2019. The landlords have the right to file another Application for Dispute Resolution for those claims.

The tenant(s) vacated the rental unit on August 8, 2019.

Analysis - Order of Possession:

It is no longer necessary to consider the landlord's application for an Order of Possession as the tenant has vacated and the landlord has regained possession.

Analysis - Monetary Order and Cost of Filing fee

I determined the tenant has failed to pay the rent for the month(s) of May 2019, June 2019 and July 2019 and the sum of \$4940 remains outstanding. In addition the Tenants failed to pay the utilities for the months of April 2019 and May 2019 and the sum of \$44.84 is outstanding. I granted the landlord a monetary order in favour of the landlords against the Tenant in the sum of in the sum of \$4984.84 plus the sum of \$100 in respect of the filing fee for a total of \$5084.84.

Security Deposit

I determined the security deposit plus interest totals the sum of \$875. I ordered the landlord may retain this sum thus reducing the amount outstanding under this monetary order to the sum of \$4209.84.

Conclusion:

I ordered that the landlords shall retain the security deposit of \$875. In addition I ordered that the Tenant pay to the landlords the sum of \$4209.84.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial Court and enforced as an Order of that Court.

**This decision is final and binding on the parties.**

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: August 20, 2019

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Residential Tenancy Branch