



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, OPRM-DR

Introduction

This hearing was convened in response to cross-applications by the parties pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

The landlord requested:

- an Order of Possession for unpaid rent pursuant to section 55;
- a monetary order for unpaid rent pursuant to section 67.

The tenant requested:

- cancellation of the landlords’ 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 46;

While the landlord attended the hearing by way of conference call, the tenants did not. I waited until 11:15 a.m. to enable the tenants to participate in this scheduled hearing for 11:00 a.m. The landlord was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The tenants initiated the dispute process by filing an application first. The landlord filed their application two days later after being served notice of this hearing from the tenants. The landlord provided sworn testimony and documentation that they served the tenants personally their application and notice of hearing documents pursuant to section 89 of the Act on July 27, 2019. I am satisfied that the tenants were aware of this hearing and proceeded and completed the hearing in their absence.

Rule 7.3 of the Rules of Procedure provides as follows:

7.3 Consequences of not attending the hearing

If a party or their agent fails to attend the hearing, the arbitrator may conduct the dispute resolution hearing in the absence of that party, or dismiss the application, with or without leave to re-apply.

As the tenants initiated the process and chose not to attend, I hereby dismiss their application in its entirety without leave to reapply.

Issue(s) to be Decided

Are the landlords entitled to an Order of Possession based on the 10 Day Notice?

Are the landlords entitled to a monetary award for unpaid rent or money owed under the tenancy agreement, regulation, or *Act*?

Background and Evidence

The landlord gave undisputed testimony regarding the following facts. The tenancy began on September 22, 2018, with monthly rent set at \$1150.00, payable on the first of each month. The landlord collected, and still holds a security deposit of \$525.00. The landlord issued the 10 Day Notice on July 10, 2019 to the tenants. The tenants made no payments after the notice was served. The landlord testified that the tenants owe \$4025.00 in rent for the months of June 2019 through to September 2019. The tenants vacated the unit on September 11, 2019 without advising the landlord.

Analysis

As the tenants have moved out and that the landlord confirmed that they now have possession of the unit, they no longer need an order of possession, accordingly; I dismiss that portion of their application.

The landlord provided undisputed evidence that the tenants failed to pay the rent in full for the months of June 2019 through to September 2019 in the amount of \$4025.00. Therefore, I find that the landlords are entitled to \$4025.00 in arrears for the above period.

The landlords continue to hold the tenant's security deposit in the amount of \$525.00. In accordance with the offsetting provisions of section 72 of the *Act*, **I order the landlords to retain the tenant's security deposit** in partial satisfaction of the monetary claim.

Conclusion

As the tenants did not attend this hearing, their entire application is dismissed without leave to reapply.

The landlord is granted a monetary order of \$3500.00.

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: September 20, 2019

Residential Tenancy Branch