



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNRL, FFL

Introduction

This hearing was convened as a result of the Landlords' application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act"). The Landlords applied for an Order of Possession, and for a monetary order for unpaid rent in the amount of \$2,610.00, further to the Landlords having served the Tenant with a 10 Day Notice to End Tenancy for Unpaid Rent dated December 4, 2019 ("10 Day Notice").

The Landlords, D.B. and C.T., appeared at the teleconference hearing and gave affirmed testimony, but no one attended for the Tenant. The teleconference hearing was open for over 26 minutes, and no one called in on the Tenant's behalf. The Landlords said they served the Tenant with the Application and Notice of Hearing via registered mail on December 4, 2019. They provided a registered mail tracking number in support.

I explained the hearing process to the Landlords and gave them an opportunity to ask questions about the hearing process. During the hearing the Landlords were given the opportunity to provide their evidence orally and to ask questions. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch Rules of Procedure; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Preliminary and Procedural Matters

The Landlords provided the Parties' email addresses in the Application and confirmed these addresses in the hearing. They also confirmed their understanding that the Decision would be emailed to both Parties, with any Orders sent to the appropriate Party.

The Landlords said that the Tenant moved out of the rental unit on January 29, 2020. As such, they confirmed that they were no longer seeking an Order of Possession for the rental unit.

Issue(s) to be Decided

- Are the Landlords entitled to a monetary order, and if so, in what amount?
- Are the Landlords entitled to recovery of the \$100.00 Application filing fee?

Background and Evidence

The Landlords explained that the periodic tenancy began on November 1, 2014, with a monthly rent of \$1,310.00 at the end of the tenancy, due on the first day of each month. The Landlords said there was a rent increase applicable as of January 1, 2020. The Landlords agreed that the Tenant paid them a security deposit of \$625.00, and no pet damage deposit.

The Landlords said they issued the 10 Day Notice, because the Tenant owed them \$1,300.00 in unpaid rent at that time, which included an insufficient amount of rent having been paid for November 2019, as well as no rent paid for December 2019. The Landlords listed the amount of rent the Tenant failed to pay, as follows:

Month	Amount owing
November 2019	\$20.00
December 2019	\$1,280.00
January 2020	\$1,310.00
Amount unpaid	\$ 2,610.00

The Landlords said they served the Tenant with the 10 Day Notice by dropping it in the rental unit mail slot on December 4, 2019, and they provided a proof of service form to confirm this.

Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on a balance of probabilities, I find the following.

Section 26 of the Act states that a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with the Act, the regulations or the tenancy agreement, unless the tenant has a right under the Act to deduct all or a portion of the rent. In the hearing, the Landlords said they were owed \$2,610.00 in unpaid rent as of January 1, 2020.

The Tenant did not attend the hearing to provide testimony as to why the rent was not paid, and she did not provide any documentary evidence establishing that she had a right under the Act to deduct all or a portion of the \$2,610.00 in rent owing. Based on this and the evidence before me, overall, I grant the Landlords a Monetary Order against the Tenant of \$2,610.00, pursuant to section 67 of the Act.

Given the Landlords' success in their Application, I also award them recovery of the \$100.00 Application filing fee for a total monetary award of \$2,710.00.

I find that this claim meets the criteria under section 72(2)(b) of the Act to be offset against the Tenant's \$625.00 security deposit in partial satisfaction of the Landlords' monetary award. I authorize the Landlord to retain the Tenant's \$625.00 security deposit, and I award them with a Monetary Order for the remaining amount of **\$2,085.00**.

Conclusion

The Landlords' claim for a Monetary Order for unpaid rent against the Tenant is successful.

The Landlords have established a monetary claim of \$2,610.00, in addition to recovery of the \$100.00 Application filing fee. I authorize the Landlords to retain the Tenant's full security deposit of \$625.00 in partial satisfaction of this claim. The Landlords are granted a Monetary Order under section 67 of the Act for the balance due by the Tenant to the Landlords in the amount of **\$2,085.00**.

This Order must be served on the Tenant by the Landlords and may be filed in the Provincial Court (Small Claims) and enforced as an Order of that Court.

This Decision is final and binding on the Parties, unless otherwise provided under the Act, and 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: February 21, 2020

Residential Tenancy Branch