



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding DOWNTOWN SUITES LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MNDC, MNSD, FFL

Introduction

This was a cross-application hearing for Dispute Resolution under the *Residential Tenancy Act* (“the Act”).

On January 14, 2020, the Tenants applied to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities.

On January 22, 2020, the Landlord applied for an order of possession for the rental unit based on the issuance of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities. The Landlord also applied for a monetary order for unpaid rent and to keep the security deposit towards unpaid rent.

The matter was set for a conference call hearing. The Landlord attended the hearing; however, the Tenants did not. The line remained open while the phone system was monitored for fifteen minutes and the Tenants did not call into the hearing during this time. Therefore, since the Applicant / Tenants did not attend the hearing by 11:15 am, I dismiss their application without leave to reapply.

The Landlord testified that the Tenants were served with the Landlords Notice of Dispute Resolution Proceeding using registered mail sent on January 24, 2020. I find that the Tenants were served with the Landlords application in accordance with sections 89 and 90 of the Act.

At the start of the hearing I introduced myself. The hearing process was explained. The Landlord was provided with the opportunity to present affirmed oral testimony and to make submissions during the hearing.

I have reviewed all oral and written evidence before me that met the requirements of the 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 Landlord testified that the Tenants moved out of the rental unit on March 11, 2020. The Landlord submitted that they are not pursuing their request for an order of possession for the rental unit.

The hearing proceeded and was restricted to the remaining claims within the Landlord's application that was served to the Tenants.

Issues to be Decided

- Is the Landlord entitled to a monetary order to recover unpaid rent?
- Is the Landlord entitled to keep the security deposit towards unpaid rent?
- Is the Landlord entitled to recover the cost of the filing fee?

Background and Evidence

The Landlord testified that the tenancy began on March 8, 2019, as a one-year fixed term tenancy. Rent in the amount of \$2,400.00 is to be paid to the Landlord by the first day of each month. The Tenants paid the Landlord a security deposit in the amount of \$1,200.00.

The Landlord testified that the Tenants did not pay all the rent owing under the tenancy agreement for the month of December 2019. The Landlord testified that the Tenants failed to pay the rent owing for December 2019 in the amount of \$1,700.00 and January 2020 in the amount of \$2,400.00.

The Landlord testified that the Tenant was served with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated January 6, 2020, ("the 10 Day Notice").

The Landlord testified that the Tenant was served with the Notice by posting it on the Tenants' door on January 6, 2020.

The 10 Day Notice indicates that the Tenants failed to pay rent in the amount of \$1,700.00 which was due on December 1, 2020. The 10 Day Notice also indicates that the Tenant failed to pay the rent owing of \$2,400.00 for January 2020. The Notice informed the Tenants that the Notice would be cancelled if the rent was paid within five days. The Notice also explains the Tenants had five days to dispute the Notice.

The Tenants disputed the 10 Day Notice on January 14, 2020; however, they moved out of the rental unit and they failed to attend the hearing to pursue their application.

The Landlord testified that the Tenants have not paid any amount of rent to the Landlord since they received the 10 Day Notice. The Landlord testified that the rental unit has not been re-rented, and the Landlord has received no rent for the month of March 2020.

The Landlord seeks a monetary order for unpaid rent of \$8,900.00 for the following months:

- December 2019 in the amount of \$1,700.00
- January 2020 in the amount of \$2400.00
- February 2020 in the amount of \$2400.00
- March 2020 in the amount of \$2400.00.

The Landlord is seeking to keep the security deposit of \$1200.00 in partial satisfaction of the claim for unpaid rent.

Analysis

Based on the evidence before me, the testimony of the Landlord, and on a balance of probabilities, I find that the Tenants did not pay all the rent owing under the tenancy agreement. I find that the Tenants owe the Landlord the amount of \$8,900.00 for unpaid rent.

I order that the Landlord can keep the security deposit in the amount of \$1,200.00 in partial satisfaction of the claim for unpaid rent.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. I order the Tenants to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution.

I find that the Landlord has established a total monetary claim of \$9,000.00 comprised of \$8,900.00 in unpaid rent for the above-mentioned months and the \$100.00 fee paid by the Landlord for this hearing.

After setting off the security deposit of \$1,200.00 towards the claim of \$9,000.00, I grant the Landlord a monetary order in the amount of \$7,800.00. This monetary order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court. The

Tenants are cautioned that costs of such enforcement are recoverable from the Tenants.

Conclusion

The Tenants failed to pay the rent due under the tenancy agreement and did not appear at the hearing to pursue their application to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities. The Tenants moved out of the rental unit prior to the hearing.

I find that the Tenants owe the Landlord the amount of \$8,900.00 for unpaid rent.

I find that the Landlord has established a total monetary claim of \$9,000.00 comprised of \$8,900.00 in unpaid rent for the above-mentioned months and the \$100.00 fee paid by the Landlord for this hearing.

I order that the Landlord can keep the security deposit in the amount of \$1,200.00 in partial satisfaction of the claim.

After setting off the security deposit of \$1,200.00 towards the claim of \$9,000.00, I grant the Landlord a monetary order in the amount of \$7,800.00.

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: March 19, 2020

Residential Tenancy Branch