



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNRL-S, FFL

Introduction

This hearing was convened in response to the Landlords' Application for Dispute Resolution, in which the Landlords applied for a monetary Order for unpaid rent, to keep all or part of the security deposit, and to recover the fee for filing this Application for Dispute Resolution.

The female Landlord stated that on May 31, 2020 the Dispute Resolution Package and the evidence the Landlords submitted to the Residential Tenancy Branch in May of 2020 were sent to each Tenant, via registered mail, at the rental unit. The Landlords submitted Canada Post documentation that corroborates this statement.

The female Landlord stated that the registered mail was delivered to the Landlords', as they share a mailing address with the Tenants. She stated that she contacted one of the Tenants, by text message, and told her that she would leave the mail on the porch. She stated that she observed one of the Tenants retrieve both packages from the porch.

On the basis of the undisputed evidence, I find that the aforementioned documents were sufficiently served to the Tenants, pursuant to section 71(2)(c) of the *Residential Tenancy Act (Act)*. As the documents were sufficiently served to the Tenants, the evidence was accepted as evidence for these proceedings and the hearing proceeded in the absence of the Tenants.

The Landlords were given the opportunity to present relevant oral evidence and to make relevant submissions. They each affirmed that they would provide the truth, the whole truth, and nothing but the truth at these proceedings.

Issue(s) to be Decided

Are the Landlords entitled to compensation for unpaid rent and to keep all or part of the security deposit?

Background and Evidence

The male Landlord stated that:

- the tenancy began on January 01, 2020;
- the Tenant agreed to pay monthly rent of \$1,300.00 by the first day of each month;
- the Tenant paid a security deposit of \$650.00;
- the Tenant paid a pet damage deposit of \$650.00;
- the Landlords have been granted an Order of Possession, which has not been enforced due to the COVID-19 pandemic;
- the Tenant is still living in the rental unit;
- the Landlords are seeking a monetary Order for unpaid rent; and
- the Tenant currently owes \$650.00 in rent for April of 2020, \$1,300.00 in rent for May of 2020, and \$1,300.00 in rent for June of 2020.

Analysis

Section 26 of the *Residential Tenancy Act (Act)* requires tenants to pay rent when it is due.

On the basis of the undisputed evidence, I find that the Tenant owes \$3,250.00 in rent for the period ending June 30, 2020. As the Tenant is required to pay rent when it is due, I find that she must pay \$3,250.00 to the Landlords.

I find that the Landlords' Application for Dispute Resolution has merit and that the Landlords are entitled to recover the fee for filing this Application for Dispute Resolution.

Conclusion

The Landlords have established a monetary claim, in the amount of \$3,350.00, which includes \$3,250.00 in unpaid rent and \$100.00 in compensation for the fee paid to file this Application for Dispute Resolution. Pursuant to section 72(2) of the *Act*, I authorize

the Landlords to retain the Tenant's security deposit of \$1,300.00 in partial satisfaction of this monetary claim.

Based on these determinations I grant the Landlords a monetary Order for the balance of \$2,050.00. In the event the Tenant does not voluntarily comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims Court and 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 *Act*.

Dated: June 23, 2020

Residential Tenancy Branch