



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FFT, CNR, OPR-PP, MNRL-S, FFL

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 landlords requested:

- an Order of Possession for unpaid rent pursuant to section 55;
- a monetary order for unpaid rent pursuant to section 67.
- authorization to retain the tenant’s security deposit in partial satisfaction of the monetary order requested, pursuant to section 38; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The tenant requested:

- cancellation of the landlords’ 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 46; and
- authorization to recover the filing fee for this application, pursuant to section 72.

While the landlord attended the hearing by way of conference call, the tenants did not. I waited until 11:10 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.

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 chose not to participate in today's hearing, I dismiss their application in its entirety without leave to reapply.

The landlords gave sworn testimony that on October 16, 2020 copies of the Application for Dispute Resolution hearing package ('Application') and evidence were served on each tenant by way of registered mail. The landlord provided documentary evidence that the tenants signed for and accepted the package on October 19, 2020. In accordance with section 89 of the *Act*, I find that the tenants were duly served with copies of the landlords' application and evidence.

The landlord provided undisputed testimony that the tenants were served with the 10 Day Notice on September 24, 2020 by way of personal service in the presence of a witness. I find that the tenants were served in accordance with Section 88 of the *Act*.

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*?

Are the landlords entitled to retain the tenant's security deposit in partial satisfaction of the monetary order requested?

Are the landlords entitled to recover the filing fee for this application?

Background and Evidence

The landlord gave undisputed testimony regarding the following facts. This tenancy began on March 15, 2019, with monthly rent set at \$2,900.00, payable on the first of each month. The landlords collected, and still hold, a security deposit of \$1,450.00. The landlord testified that she attempted to assist the tenants by offering a repayment plan, but the tenants vacated the unit in late November without any notice or payment.

The landlord testified that the tenants owe \$20,300.00 in rent for the months of May 2020 through to November 2020. The landlords no longer require an Order of Possession as they have obtained possession of the unit but request a Monetary Order for \$20,300.00 as outlined in the table below and in the landlords' Application:

Item	Amount
Unpaid Rent for May – November	\$20,300.00
Filing Fee	100.00

Less Deposit	-1450.00
Total Monetary Order	\$18,950.00

Analysis

The landlord provided undisputed evidence that the tenant failed to pay the rent in full for the months of May 2020 through to November 2020. Therefore, I find that the landlords are entitled to \$20,300.00 in arrears for the above period.

The landlords continue to hold the tenant's security deposit in the amount of \$1,450.00. 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.

I find that the landlords are entitled to recovery the \$100.00 filing fee from the tenants.

Conclusion

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

I issue a \$18,950.00 Monetary Order in favour of the landlords under the following terms, which allows the landlords to recover unpaid rent and the filing fee, and allows the landlords to retain the tenant's security deposit:

Item	Amount
Unpaid Rent for May – November	\$20,300.00
Filing Fee	100.00
Less Deposit	-1450.00
Total Monetary Order	\$18,950.00

The tenant(s) must be served with this Order as soon as possible. Should the tenant(s) fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial 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 *Residential Tenancy Act*.

Dated: December 04, 2020

Residential Tenancy Branch