



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNRL-S, FFL

Introduction

Pursuant to section 58 of the *Residential Tenancy Act* (the Act), I was designated to hear an application regarding a residential tenancy dispute. On March 21, 2022 the Landlord applied for:

- an order of possession for the rental unit, having issued a 10 Day Notice to End Tenancy, dated February 15, 2022 (the 10 Day Notice);
- a monetary order for unpaid rent, noting they held a security deposit; and
- the filing fee.

The hearing began promptly and was attended by the Landlord, but not the Tenants. The Landlord was given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses; she was made aware of Residential Tenancy Branch Rule of Procedure 6.11 prohibiting recording dispute resolution hearings.

The Landlord testified she served the Notice of Dispute Resolution Proceeding (NDRP) and her evidence on the Tenants by registered mail on March 23, 2022, and provided delivery reports and tracking numbers, as noted on the cover page of this decision.

Based on the Landlord's affirmed undisputed testimony, and having checked the tracking numbers, I find the Landlord served her NDRP and evidence on the Tenants in accordance with section 89 of the Act, and deem the documents received by the Tenants on March 28, 2022 in accordance with section 90.

Preliminary Matter

During the hearing the Landlord advised that as the Tenants vacated the rental unit on April 2, 2022, she was no longer seeking an order of possession. Therefore, I dismiss the Landlord's claim for an order of possession.

Issues to be Decided

- 1) Is the Landlord entitled to a monetary order for unpaid rent?
- 2) Is the Landlord entitled to the filing fee?

Background and Evidence

The Landlord confirmed the following particulars of the tenancy. It began March 15, 2021; rent was \$3,000.00, due on the first of the month; and the Tenants paid a security deposit of \$1,500.00, which the Landlord still holds. A copy of the tenancy agreement is submitted as evidence.

A copy of the 10 Day Notice is submitted as evidence and indicates the tenancy is ending because the Tenants have failed to pay rent in the amount of \$4,200.00, due on February 1, 2022. The Landlord testified the Notice was served February 15, 2022 by registered mail, and provided a proof of service form with a receipt and tracking number.

The 10 Day Notice also lists amounts owing for utilities, stating that a written demand was issued on March 15, 2022. I asked the Landlord how that was possible, given that the Notice was served in February; the Landlord testified the date was an error, and that the date should have been February 15, 2022.

The Landlord testified she did not serve the Tenant with a 30 day demand letter for the outstanding utilities; I advised the Landlord that as no 30 day demand letter was served, I would not be considering outstanding utilities in today's hearing.

The Landlord submitted as evidence a monetary worksheet indicating that rent was paid and owing as follows:

Month	Rent owing	Payment	Monthly outstanding
December 2021	\$3,000.00	\$1,800.00	\$1,200.00
January 2022	\$3,000.00	\$3,000.00	\$0.00
February 2022	\$3,000.00	\$0.00	\$3,000.00
March 2022	\$3,000.00	\$0.00	\$3,000.00
Total			\$7,200.00

The Landlord also submitted as evidence a screenshot of an e-transfer for \$1,800.00, received from one of the Tenants. The message from the Tenant states: "part of December rent."

The Landlord testified that she is not seeking rent for April 2022.

Analysis

Based on the Landlord's affirmed testimony that the Tenants vacated the rental unit on April 2, 2022, I find the tenancy ended on April 2, 2022, in accordance with section 44(1)(d) of the Act.

Section 26 of the Act provides that a tenant must pay rent when it is due under the tenancy agreement.

Based on the Landlord's affirmed undisputed testimony and documentary evidence that the Tenants owe \$7,200.00 in unpaid rent, I find the Tenants breached the tenancy agreement and section 26 of the Act.

Therefore, I find the Landlord is entitled to a monetary award of \$7,200.00, in accordance with section 67 of the Act.

Section 72 of the Act gives me the authority to order the repayment of a fee for an application for dispute resolution. As the Landlord is successful in the majority of her application, I order the Tenants to pay the \$100.00 filing fee the Landlord paid to apply for dispute resolution.

In accordance with section 72 of the Act, I allow the Landlord to retain \$1,500.00 of the Tenant's security deposit in partial satisfaction.

I find the Landlord is entitled to a monetary order in the amount of \$5,800.00, as follows:

Unpaid rent	\$7,200.00
Filing fee	\$100.00
Security deposit	-\$1,500.00
Amount owed	\$5,800.00

Conclusion

The Landlord's application is granted.

The Landlord is granted a monetary order in the amount of \$5,800.00. The monetary order must be served on the Tenant. The monetary order may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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: May 16, 2022

Residential Tenancy Branch