



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## Decision

### Dispute Codes

CNR, MNDCT, LRE, OLC, FFT

### Introduction

This hearing dealt with an Application for Dispute Resolution by the tenants filed under the *Residential Tenancy Act* (the “Act”) to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the “Notice”) issued on October 4, 2022, for monetary compensation for monetary loss or other money owed, to suspend or set conditions on the landlord’s right to enter the rental unit, to have the landlord comply with the Act, and to recover the cost of the filing fee.

Only the landlord appeared. The landlord stated that the tenants vacated the rental unit on October 14, 2022, and they do not need an order of possession of the rental unit.

This matter was set for hearing by telephone conference call at 11:00 A.M on this date. The line remained open while the phone system was monitored for ten minutes and the only participant who called into the hearing during this time was the Respondent. Therefore, as the Applicant did not attend the hearing by 11:10 A.M, and the Respondent appeared and was ready to proceed, I dismiss the claim without leave to reapply.

Although I have dismissed the tenants’ application, I must consider if the landlord is entitled to a monetary order for unpaid paid rent as required by section 55 of the Act.

I have also amended the style of cause to reflect the correct spelling of the landlord’s name.

### Issue(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent pursuant to section 55 of the Act?

### Background and Evidence

The tenancy began on August 1, 2022. Rent in the amount of \$1,550.00 was payable on the first of each month. A security deposit of \$775.00 was paid by the tenants. The tenants

vacated the rental unit on October 14, 2022, after they received the Notice. Filed in evidence is a copy of the Notice, which complies with section 52 of the Act.

The landlord testified that the tenants failed to pay the rent for October 2022. The landlord stated that they received an e-transfer in the amount of \$100.00 from the tenants. The landlord seeks to recover unpaid rent in the amount of \$1,450.00.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

In this case the tenants received the Notice on October 4, 2022, as they acknowledged it was received on this date, when they filed their application to dispute the Notice on October 6, 2022.

The tenants vacated the rental unit on October 14, 2022, without pay the outstanding rent listed in the Notice. Therefore, I find the Notice is valid and remains in full force and effective.

I accept the evidence of the landlord that the tenants vacated the premises on October 14, 2022, and do not require an order of possession.

I accept the evidence of the landlord that the tenants did not pay all rent owed for October 2022 listed in the Notice. Therefore, I find I must grant the landlord a monetary order for the unpaid rent pursuant to section 55 of the Act, in the amount of **\$1,450.00**.

I find it appropriate to offset the amount of **\$1,450.00** from the tenant's security deposit of **\$775.00**. Therefore, I authorize the landlord to keep the security deposit in partial satisfaction of the claim and I grant the landlord a monetary for the balance due in the amount **\$675.00**. **This Order may be filed in Provincial Court for enforcement. The tenants are cautioned that costs of such enforcement are recoverable from the tenants.**

### Conclusion

The tenants' application is dismissed without leave to reapply. The landlord does not require an order of possession. The landlord was granted a monetary order for the unpaid rent.

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: February 21, 2023

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Residential Tenancy Branch