



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

A matter regarding IMH POOL XVIII LP C/O METCAP LIVING
MANAGEMENT and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNRL, FFL

Introduction

This hearing dealt with the Application by the Landlord filed under the *Residential Tenancy Act* (the “*Act*”) for an order of possession to enforce a 10-Day Notice for Unpaid Rent or Utilities (the “*Notice*”) dated October 13, 2022, a monetary order for unpaid rent, and for the return of their filing fee. The matter was set for a conference call.

The Landlord’s Agent attended the hearing and was affirmed to be truthful in their testimony. As the Tenants did not attend the hearing, service of the Notice of Dispute Resolution Hearing was considered. Section 59 of the *Act* states that the respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing. The Landlord’s Agent testified that they served the Tenants with the Notice of Hearing documents by Canada Post Registered mail on December 29, 2022. Pursuant to section 90 of the *Act*, documents served in this manner are deemed received three days later. Therefore, I find that the Tenants have been duly served in accordance with the *Act*.

The Landlord was provided with the opportunity to present their evidence orally and in written and documentary form and to make submissions at 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.

Issues to be Decided

- Is the Landlord entitled to an order of possession pursuant to section 46 of the *Act*?
- Is the landlord entitled to a monetary order for unpaid rent?
- Is the Landlord entitled to the return of their filing fee?

Background and Evidence

While I have turned my mind to all of the accepted documentary evidence and the testimony of the parties, only the details of the respective submissions and/or arguments relevant to the issues and findings in this matter are reproduced here.

The tenancy agreement recorded that the tenancy began on March 1, 2021, and that rent in the amount of \$1,100.00 is to be paid by the first day of each month. The parties agreed that a security deposit of \$550.00 was paid to the Landlord for this tenancy. Both the Landlord and the Tenant submitted a copy of the tenancy agreement into documentary evidence.

The Landlord testified that the Tenants moved out of the rental unit on February 8, 2023, and that they no longer require an order of possession for the rental unit.

The Landlord testified that the Tenants had not paid the outstanding rent for this tenancy in the amount of \$6056.00, consisting of \$1,871.00 for August 2022, \$9.00 for September 2022, \$288.00 for November 2022, \$1,944.00 for January 2023 and \$1,944.00 for February 2023.

The Landlord is requesting that a monetary order be issued for the outstanding rent due under this tenancy.

Analysis

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

I accept the Landlord's testimony that this tenancy ended on February 8, 2023, the date the Tenants move-out and returned the rental unit to the Landlord.

I also accept the undisputed testimony of the Landlord that the Tenants have not paid the outstanding rent for this tenancy. I find that the Landlord has proven their entitlement to a monetary award in the amount of \$6,056.00, consisting of \$1,871.00 for August 2022, \$9.00 for September 2022, \$288.00 for November 2022, \$1,944.00 for January 2023 and \$1,944.00 for February 2023. I grant the Landlord permission to retain the security deposit they are holding for this tenancy in partial satisfaction of this award.

Additionally, 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 has been successful in their application, I find that the Landlord is entitled to recover the \$100.00 filing fee paid for their application.

I grant the Landlord a monetary order in the amount of \$5,184.00; consisting of \$6,056.00 in unpaid rent, and \$100.00 for the recovery of the filing fee, less the security deposit of \$972.00 that the Landlord is holding for this tenancy.

Conclusion

I grant the Landlord a **Monetary Order** in the amount of **\$5,184.00**. The Landlord is provided with this Order in the above terms, and the Tenant must be served with this Order as soon as possible. Should the Tenant 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: March 27, 2023

Residential Tenancy Branch