



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes OPR, MNRL-S, FFL

Introduction

On 8 March 2023, the landlords applied to the Residential Tenancy Branch [the 'RTB'] for Dispute Resolution. The landlords ask me for the following orders against the tenant.

1. Exclusive possession of the rental unit in favour of the landlords.
2. Payment of \$630.25 of unpaid rent.
3. Reimbursement for the \$100.00 filing fee for this application.

The landlords appeared at the hearing on 31 March 2023, by way of an agent. The tenant failed to appear.

Preliminary Matter - Non-appearance at the Hearing

The tenant did not attend this hearing, although I left the teleconference hearing connection open throughout the hearing which commenced on time, at 1300 hours, and lasted for approximately 32 minutes.

I confirmed:

1. that the landlords sent a copy of this Notice of Hearing to the tenant's address for service *via* registered mail on 10 March 2023;
2. that the RTB had provided the correct call-in numbers and participant codes in the Notice of Hearing; and
3. by reviewing the teleconference system, that the landlords and I were the only ones who had called into this teleconference.

Rule 7.3 of the RTB Rules of Procedure reads:

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.

The tenant failed to attend this hearing, but I conducted it in the tenant's absence. The landlords' evidence satisfied me that they had correctly notified the tenant of this hearing and how to participate.

Issues to be Decided

Are the landlords entitled to exclusive possession of the rental unit?

Does the tenant owe \$630.25 to the landlords for unpaid rent?

Should the tenant have to reimburse the landlord for the cost of filing this application?

Background and Evidence

In October 2021, the landlords and tenant entered into a tenancy agreement. The terms of this agreement were that, on the first day of each month, the tenant would pay \$1,260.50 to the landlords each month for rent. The landlords tell me that they asked for a security deposit in the amount of \$630.25, which the tenant deposited with them.

Then, in January this year, the tenant only paid part of the rent due for that month. The landlords told me that the tenant paid only \$101.01 of the rent. This left an amount owing of \$1,160.49.

Accordingly, on 16 January 2023, the landlords sent a 10-day notice to end tenancy to the tenant [the 'Notice'] *via* registered mail. The Notice was in the form approved by the RTB. The landlord's agent signed and dated this Notice, which also gave the address of the rental unit, and stated the grounds for ending the tenancy.

The landlord corroborated service of this Notice with copies of the Notice and with a signed 'Proof of Service' form (a form approved by the RTB). I accepted this evidence.

There was no evidence before me that the tenant disputed this Notice.

Analysis

I accept that the tenant failed to pay the full amount of rent owing for January 2023. Accordingly, I have decided that the tenant owes the landlords \$1,160.49.

But the landlords ask me for an order for only part of this amount, *i.e.* \$630.25. This reflects the amount of the security deposit made by the tenant. And so I will grant an order in that lesser amount.

And because the tenant has failed to dispute the Notice, I must also grant an order of possession to the landlords.

Conclusion

I order that the tenant pay to the landlord \$630.25 for unpaid rent per section 55 (1.1) of the *Residential Tenancy Act* [the 'Act'].

I authorise the landlord to retain the tenant's security deposit of \$630.25 in satisfaction of this sum *per* section 72 (2) (b) of the Act.

And, as the landlords succeeded in this application, I find that the tenant shall reimburse the landlords for the cost of this application, *i.e.* \$100.00. This will make the total of my order against the tenant \$730.25.

The landlords must serve this order on the tenant as soon as possible. If the tenant does not comply with my order, then the landlords may file this order in the Small Claims Division of the Provincial Court of British Columbia. Then the landlords can enforce my order as an order of that court.

I also must make an Order of Possession in favour of the landlord *per* section 55 of the Act. This order is effective two days after the landlord serves it upon the tenant.

If the tenant or any occupant of the rental unit fails to comply with my order, then the landlord can file this order with the Supreme Court of British Columbia, and enforce it as an order of that court.

I make this decision on authority delegated to me by the Director of the RTB *per* section 9.1(1) of the Act.

Dated: 6 April 2023