



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ACE AGENCIES LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNRL-S, FFL

Introduction

This hearing was scheduled to convene at 11:00 a.m. on July 7, 2023 concerning an application made by the landlord seeking an order of possession and a monetary order for unpaid rent or utilities, an order permitting the landlord to keep all or part of the pet damage deposit or security deposit, and to recover the filing fee from the tenants for the cost of the application.

An agent for the landlord attended the hearing, gave affirmed testimony and provided evidentiary material in advance of the hearing. However, the line remained open while the telephone system was monitored for 10 minutes prior to hearing any testimony, and no one for the tenants joined the call.

The landlord's agent submitted that the tenants were individually served with the Notice of Dispute Resolution Proceeding and all evidence by registered mail on April 13, 2023, and orally provided tracking numbers. While awaiting the tenants attendance, I queried those tracking numbers on the Canada Post website, and I find that the tenants have been served in accordance with the *Residential Tenancy Act*.

At the commencement of the hearing, the landlord's agent indicated that the tenants have vacated the rental unit, and the landlord has possession. Therefore, I dismiss the application for an order of possession.

All evidence of the landlord has been reviewed and is considered in this Decision.

Issue(s) to be Decided

The issues remaining to be decided are:

- Has the landlord established a monetary claim as against the tenants for unpaid rent?
- Should the landlord be permitted to keep all or part of the security deposit in full or partial satisfaction of the claim?

Background and Evidence

The landlord's agent testified that this month-to-month tenancy began on August 19, 2022 and the tenants vacated the rental unit on May 25, 2023. Rent in the amount of \$3,200.00 was payable on the 1st day of each month. At the outset of the tenancy the landlord collected a security deposit from the tenants in the amount of \$1,600.00, which is still held in trust by the landlord, and no pet damage deposit was collected. The rental unit is a single family house, and a copy of the tenancy agreement has been provided for this hearing.

The landlord's agent further testified that the tenants have not paid rent for several months and are currently in arrears of rent the sum of \$24,100.00 to the end of May, 2023. The landlord served the tenants with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, and a copy has been provided for this hearing. It is dated February 21, 2023 and contains an effective date of vacancy of March 8, 2023 for unpaid rent in the amount of \$14,500.00 that was due on February 1, 2023. The owner of the property has a language barrier, and due to anxiety and not knowing what to do about it, the owner hired the landlord company. The tenants did not pay any rent since the Notice was issued, and arrears have accumulated. A breakdown of outstanding rent has also been provided for this hearing.

The tenants made an Application for Dispute Resolution, and a hearing was scheduled for June 27, 2023, wherein the tenants had applied for an order of possession of the rental unit. However, during that hearing the tenants indicated that they had vacated the rental unit and the application was dismissed.

Analysis

I have reviewed all of the landlord's evidence and the Decision of the June 27, 2023 hearing, and I am satisfied that the tenants were in arrears of rent the sum of \$14,500.00 as of February, 2023. I am also satisfied that arrears have accumulated to \$24,100.00 by the end of the tenancy in May, 2023. Therefore, I order the landlord to keep the \$1,600.00 security deposit in partial satisfaction, and I grant a monetary order in favour of the landlord as against the tenants for the difference of \$22,600.00.

Conclusion

For the reasons set out above, the landlord's application for an order of possession is hereby dismissed without leave to reapply.

I hereby order the landlord to keep the \$1,600.00 security deposit and I grant a monetary order in favour of the landlord as against the tenants pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$22,600.00.

This order is final and binding and may be enforced.

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: July 07, 2023

Residential Tenancy Branch