



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNR, MNSD, FF

Introduction

This matter dealt with an application by the Landlords for a monetary order for unpaid rent, to recover the filing fee for this proceeding and to keep the Tenants' security deposit and pet damage deposit.

The Landlords served the Tenants with a copy of the Application and Notice of Hearing by registered mail on July 3, 2009 to their forwarding address. According to the Canada Post online tracking system, the hearing package was returned to the Landlords because the recipients were allegedly not at that address. The Landlords said they know the Tenants reside at that address because they dropped items off at that address for the Tenants at the end of June 2009 and frequently see them there (most recently on October 9, 2009). In the circumstances, I find that the Tenants were served as required by s. 89 of the Act and the hearing proceeded in their absence.

Issues(s) to be Decided

1. Are there arrears of rent and if so, how much?
2. Are the Landlords entitled to keep the Tenants' security deposit and pet damage deposit?

Background and Evidence

This tenancy started on November 15, 2008 and ended on June 24, 2009 when the Tenants moved out. Rent was \$1,550.00 per month payable in advance on the 15th day of each month. The Tenants paid a security deposit of \$775.00 and a pet damage deposit of \$260.00 by way of payments starting in February 2009.

The Landlords said that the Tenants have not paid rent for the period May 15 – June 14, 2009. The Landlords also said that the Tenants gave their written acknowledgement that they owed rent for this period and authorized the Landlords to keep the security deposit and pet damage deposit. The Landlords did not provide a copy of this document as evidence at the hearing.



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Analysis

In the absence of any evidence from the Tenants to the contrary, I find that the Landlords are entitled to recover unpaid rent in the amount of \$1,550.00. I also find that the Landlords are entitled to recover the \$50.00 filing fee for this proceeding. I order the Landlords pursuant to s. 38(4) of the Act to keep the Tenants' security deposit and pet damage deposit in partial payment of the rent arrears. The Landlords will receive a monetary order for the balance owing as follows:

Unpaid rent:	\$1,550.00
Filing fee:	<u>\$50.00</u>
Subtotal:	\$1,600.00
Less: Security deposit:	(\$775.00)
Pet deposit:	(\$260.00)
Accrued interest:	<u>(\$0.00)</u>
Balance Owing:	\$565.00

Conclusion

A monetary order in the amount of **\$565.00** has been issued to the Landlords and a copy of it must be served on the Tenants. If the amount is not paid by the Tenants, the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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: October 15, 2009.

Dispute Resolution Officer