



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, MNSD and FF

### Introduction

This application was brought by the landlord on July 13, 2012 seeking an Order of Possession pursuant to a 10-day Notice to End Tenancy for unpaid rent served in person on July 9, 2012. The landlord also sought a Monetary Order for unpaid rent and recovery of the filing fee for this proceeding,

In addition, I have exercised the discretion granted under section 64(3)(c) of the Act to permit the landlord to amend the application to request authorization to retain the security deposit in set off against the balance owed.

Despite having been served with the Notice of Hearing served in person on July 18, 2012, the tenants did not call in to the number provided to enable their participation in the telephone conference call hearing. Therefore, it proceeded in their absence.

At the commencement of the hearing, the landlord advised that the tenants had vacated the rental unit in July 2012 and that the Order of Possession was no longer required. The tenants did not provide a forwarding address.

### Issue(s) to be Decided

This application now requires a decision on whether the landlord is entitled to a monetary award as requested.

### Background and Evidence

This tenancy began on October 1, 2010. Rent was \$1,300 and the landlord holds a security deposit of \$625 paid at the beginning of the tenancy.

During the hearing, the landlord's agent gave evidence that the Notice to End Tenancy had been served after the tenant had had accumulated an arrears in rent totalling \$4,540.

She stated that the tenants had begun falling behind in the rent throughout 2011 and had an arrears totalling \$3,115 by the end of the year. She stated that the principal landlord had had arranged a catch up schedule with the tenants which they had failed to follow resulting in the Notice to End Tenancy.

The agent stated that due to a loss of receipt, the landlord had agreed to write-off \$1,400 of the unpaid rent.

### Analysis

In the absence of any evidence to the contrary, I find that the landlord is entitled to a Monetary Order for the unpaid rent. As the application has succeeded on its merits, I find that the landlord is entitled to recover the filing fee for this proceeding from the tenants and, as authorized under section 72 of the *Act*, I order that the landlord shall retain the security deposit in set off against the balance owed.

Thus, I find that the tenants owe to the landlord an amount calculated as follows:

Total rent arrears to July 9, 2012	\$4,540.00
Sub total	\$4,590.00
Less amount waived by landlord	- 1,400.00
Less retained security deposit (No interest due)	<u>- 625.00</u>
<b>TOTAL</b>	<b>\$2,665.00</b>

Conclusion

In addition to authorization to retain the security deposit in set off, the landlord's copy of this decision is also accompanied by a Monetary Order for **\$2,665.00**, enforceable through the Provincial Court of British Columbia, for service on the tenants.

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: August 10, 2012.

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Residential Tenancy Branch