



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Coast Realty Property Management  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR, MNR, MNSD, MNDC

### Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking an order of possession and a monetary order. The hearing was conducted via teleconference and was attended by the landlord's agent.

The landlord provided documentary evidence both tenants were served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by registered mail on April 8, 2013 in accordance with Section 89. As per Section 90, the documents are deemed received by the tenants on the 5<sup>th</sup> day after it was mailed. Based on the evidence of the landlord, I find that the tenants have been sufficiently served with the documents pursuant to the *Act*.

The landlord testified that she found out on April 15, 2013 that the tenants had vacated the rental unit when she attended the unit and found the keys in the door and the unit empty. The landlord no longer seeks an order of possession and I amend her Application to exclude the matter of possession.

### Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent and for all or part of the security deposit, pursuant to Sections 38, 67, and 72 of the *Act*.

### Background and Evidence

The landlord submitted the following documentary evidence:

- A copy of a residential tenancy agreement which was signed by the parties on December 5, 2012 for a 1 year fixed term tenancy beginning on January 1, 2013 for the monthly rent of \$1,250.00 due on the 1<sup>st</sup> of each month and a security deposit of \$625.00 was paid;
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent that was issued on March 15, 2013 with an effective vacancy date of March 29, 2013 due to

\$1,867.68 in unpaid rent and \$150.61 in unpaid utilities. The Notice breaks down the unpaid rent to be March rent \$1,250.00 and pet damage deposit \$617.68 and indicates the utilities owed were demanded on February 26, 2013; and

- A copy of a notification to the tenants dated February 21, 2013 regarding the utilities owed.

The landlord submits the tenants failed to pay the full rent owed for the months of March and April 2013 and that the tenants were served the 10 Day Notice to End Tenancy for Unpaid Rent by posting it to the rental unit door on March 15, 2013 at 3:50 p.m. and that this service was witnessed by a third party.

### Analysis

As to the amount of the landlord's financial claim, I accept the tenants have failed to pay rent for the months of March and April 2013 or the utilities sought by written demand on and the landlord is entitled to receive these amounts. In relation to the landlord's claim for the pet damage deposit, I find that as the tenancy has now ended, the landlord is not entitled to collect a pet damage deposit and I dismiss this portion of their financial claim.

### Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$2,650.61** comprised of \$2,500.00 rent owed and \$150.61 utilities owed.

I order the landlord may deduct the security deposit and interest held in the amount of \$625.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$2,025.61**. This order must be served on the tenants. If the tenants fail to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: May 02, 2013

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Residential Tenancy Branch

