



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Bristol Estates
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with the landlords' application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an Order of Possession for unpaid rent pursuant to section 55;
- a monetary order for unpaid rent and for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- authorization to retain all or a portion of the tenants' security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover their filing fee for this application from the tenants pursuant to section 72.

The tenants did not attend this hearing, although I waited until 3:14 p.m. in order to enable the tenants to connect with this teleconference hearing scheduled for 3:00 p.m. The female landlord (the landlord) attended the hearing and was given a full opportunity to be heard, to present evidence and to make submissions. She provided a witnessed statement in which she maintained that she posted a 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) on the tenants' door at 5:45 p.m. on July 3, 2013. She also gave sworn oral testimony to this effect. I am satisfied that the landlords served the 10 Day Notice to both tenants in accordance with sections 88 and 90 of the *Act*.

She entered written evidence and sworn oral testimony that she handed a copy of the landlords' dispute resolution hearing package to the female tenant (Tenant DR) at 10:45 a.m. on July 17, 2013. Although she also gave Tenant DR a copy of the hearing package to deliver to the other tenant (Tenant MV), the landlord did not hand a copy of the hearing package to Tenant MV. I am satisfied that Tenant DR was served with a copy of the landlords' dispute resolution hearing package in accordance with section 89(1) of the *Act*. I can consider the landlords' application for a monetary award against Tenant DR. I am not satisfied that the landlords have served the male tenant, Tenant MV, in accordance with section 89(1) of the *Act*. I dismiss the landlords' application for a monetary award against Tenant MV with leave to reapply.

At the commencement of the hearing, the landlord testified that the tenants vacated the rental unit by August 9, 2013. She withdrew the landlords' application for an Order of Possession. The landlords' application for an Order of Possession is withdrawn.

Issues(s) to be Decided

Are the landlords entitled to a monetary award for unpaid rent and losses arising out of this tenancy? Are the landlords entitled to retain all or a portion of the security deposit for this tenancy in partial satisfaction of the monetary award requested? Are the landlords entitled to recover the filing fee for this application from Tenant DR?

Background and Evidence

This one-year fixed term tenancy commenced on February 1, 2013. Monthly rent was set at \$950.00, payable in advance on the first of each month. The landlords' continue to hold the tenants' \$475.00 security deposit paid on January 16, 2013.

The landlords' application for a monetary award of \$1,925.00 included the following:

Item	Amount
Unpaid June 2013 Rent	\$25.00
Unpaid July 2013 Rent	950.00
Unpaid August 2013 Rent	950.00
Two Late Fees (\$25.00 x 2 = \$50.00)	50.00
Total of Above Items	\$1,975.00

The landlords also requested the recovery of their \$50.00 filing fee.

Analysis

Based on the undisputed evidence presented by the landlords, I find that the landlords are entitled to unpaid rent of \$25.00 for June 2013, \$950.00 for July 2013, and \$950.00 for August 2013. In accordance with section 12 of the signed Residential Tenancy Agreement entered into written evidence by the landlords, I also find that the landlords are entitled to recover two \$25.00 late fees for the tenants' failure to pay their rent on time during this tenancy.

I allow the landlords to retain the tenants' \$475.00 security deposit plus applicable interest in partial satisfaction of the monetary award issued in this decision. No interest is payable over this period. As the landlords have been successful in their application, I allow them to recover their \$50.00 filing fee from Tenant DR.

Conclusion

I issue a monetary Order in the landlords' favour under the following terms, which allows the landlords to recover unpaid rent, late fees, and their filing fee for this application, and to retain the tenants' security deposit:

Item	Amount
Unpaid June 2013 Rent	\$25.00
Unpaid July 2013 Rent	950.00
Unpaid August 2013 Rent	950.00
Two Late Fees (\$25.00 x 2 = \$50.00)	50.00
Less Security Deposit	-475.00
Recovery of Filing Fee for this Application	50.00
Total Monetary Order	\$1,550.00

The landlords are provided with these Orders in the above terms and Tenant DR must be served with this Order as soon as possible. Should Tenant DR fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders of that Court.

The landlords' application for an Order of Possession is withdrawn.

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 20, 2013

Residential Tenancy Branch

