



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Penako Holdings Ltd
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MNDC, MNSD, FF

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 testified each tenant was 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 June 16, 2015 in accordance with Section 89. Section 90 of the *Act* deems documents served in such a manner to be received on the 5th day after they have been mailed.

Based on the testimony of the landlord, I find that each tenant has been sufficiently served with the documents pursuant to the *Act*.

At the outset of the hearing the landlord submitted that the tenants had vacated the rental unit on August 1, 2015. The landlord stated she was no longer in need of an order of possession. I amend the landlord's Application for Dispute Resolution 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; for all or part of the security deposit and to recover the filing fee from the tenants for the cost of the Application for Dispute Resolution, pursuant to Sections 38, 46, 55, 67, and 72 of the *Residential Tenancy Act (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 March 22, 2014 for a month to month tenancy beginning on April 1, 2014 for the monthly rent of \$900.00 due on the 1st of each month and a security deposit of \$450.00 was paid; and

- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent that was issued on June 5, 2015 with an effective vacancy date of June 15, 2015 due to \$900.00 in unpaid rent.

Evidence filed by the landlord indicates the tenants failed to pay the full rent owed for the month of June 2015 and that the tenants were served the 10 Day Notice to End Tenancy for Unpaid Rent personal service to the female tenant on June 5, 2015 at 6:15 p.m. and that this service was acknowledged in writing by the female tenant.

The Notice states the tenants had five days to pay the rent or apply for Dispute Resolution or the tenancy would end. The tenants did not pay the rent in full or apply to dispute the Notice to End Tenancy within five days. The landlord submits the tenants have also failed to pay rent for the month of July 2015.

Analysis

Based on the landlord's undisputed evidence and testimony I find the tenants failed to pay rent for the months of June and July 2015 in the amount of \$1,800.00.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$1,850.00** comprised of \$1,800.00 rent owed and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$450.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$1,400.00**. 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: August 13, 2015

Residential Tenancy Branch

