



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

OPR; MNR; MNSD; FF

Introduction

This is the Landlord's Application for Dispute Resolution seeking an Order of Possession; a monetary award for unpaid rent; to apply the security deposit towards her monetary award; and to recover the cost of the filing fee from the Tenants.

This matter was scheduled to be heard by teleconference on May 11, 2017, at 9:00 a.m. The Landlord signed into the Hearing and gave affirmed testimony.

The Landlord testified that she served both of the Tenants with the Notice of Hearing documents on April 6, 2017, at 3:00 p.m., with a witness present. Based on the Landlord's affirmed testimony, I find that both of the Tenants were served with the Notice of Hearing documents. The Hearing continued in their absence and concluded at 9:15 a.m.

At the outset of the Hearing, the Landlord testified that the Tenants moved out of the rental unit on April 26, 2017, without leaving a forwarding address. The Landlord has taken back possession of the rental unit and therefore no longer requires an Order of Possession.

Issue(s) to be Decided

Is the Landlord entitled to a monetary award for unpaid rent?

Background and Evidence

A copy of the tenancy agreement was provided in evidence. This tenancy began on December 1, 2016. Monthly rent was \$1,300.00, due on the first day of each month. The Tenants paid a security deposit in the amount of \$650.00.

The Landlord testified that the Tenants did not pay rent for the months of March and April, 2017. On March 26, 2017, at 1:15 p.m., the Landlord served the Tenant MG with a 10 Day Notice to End Tenancy for Unpaid Rent. The Landlord provided a Proof of Service document, signed by a witness, along with a copy of the Notice to End Tenancy.

The Landlord testified that the outstanding rent remains unpaid. She stated that the Tenants caused damage to the rental unit. The Landlord confirmed that she was able to re-rent the

rental unit effective May 1, 2017, and therefore her claim for unpaid rent for the month of May, 2017, was withdrawn.

Analysis

Based on the Landlord's undisputed affirmed oral testimony and the documentary evidence provided, I find that the Tenants were served with the Notice to End Tenancy on March 26, 2017. I find that rent for the months of March and April, 2017, was unpaid and that the Landlord is entitled to a monetary award in the amount of **\$2,600.00**.

The Landlord is at liberty to make another Application for damage or loss, if she so desires.

Pursuant to the provisions of Section 72 of the Act, the Landlord may apply the security deposit towards her monetary award.

The Landlord's Application had merit and I find that she is entitled to recover the cost of the **\$100.00** filing fee from the Tenants.

The Landlord is hereby provided with a Monetary Order, calculated as follows:

Unpaid rent	\$2,600.00
Recovery of filing fee	\$100.00
Less set-off of security deposit	<u>-\$650.00</u>
Total	\$2,050.00

Conclusion

The Landlord is provided with a Monetary Order in the amount of **\$2,050.00**, for service upon the Tenants. This Order may be filed in the Provincial Court of British Columbia (Small Claims Court) 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: May 11, 2017

Residential Tenancy Branch