



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OPR, MNRL-S & FFL

Introduction

The Application for Dispute Resolution filed by the landlord seeks the following:

- a. An Order for Possession for non payment of rent
- b. A Monetary Order in the sum of \$1950 for non-payment of rent.
- c. An Order to retain the security deposit.
- d. An Order to recover the cost of the filing fee.

The tenant(s) failed to appear at the scheduled start of the hearing which was 9:30 a.m. on August 12, 2019. The landlord was present and ready to proceed. I left the teleconference hearing connection open and did not start the hearing until 10 minutes after the schedule start time in order to enable the tenant to call in. The tenant(s) failed to appear. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I then proceeded with the hearing. The landlord was given a full opportunity to present affirmed testimony, to make submissions and to call witnesses.

On the basis of the solemnly affirmed evidence presented at the hearing a decision has been reached. All of the evidence was carefully considered.

I find that the 10 day Notice to End Tenancy was personally served on the Tenant on June 12, 2018. Further I find that the Application for Dispute Resolution and Notice of Dispute Resolution Hearing was personally served on the Tenants on June 24, 2019. With respect to each of the applicant's claims I find as follows:

Preliminary Matter:

The landlord requested that the Application for Dispute Resolution be amended to include a claim for non payment of rent for July 2019.

Rule 4.2 of the Rules of Procedure provide as follows:

4.2 Amending an application at the hearing

In circumstances that can reasonably be anticipated, such as when the amount of rent owing has increased since the time the Application for Dispute Resolution was made, the application may be amended at the hearing.

If an amendment to an application is sought at a hearing, an Amendment to an Application for Dispute Resolution need not be submitted or served.

I ordered that the Application for Dispute Resolution be amended to include a claim in the sum of \$1950 for non payment of rent for July 2019.

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the landlord is entitled to an Order for Possession?
- b. Whether the landlord is entitled to A Monetary Order and if so how much?
- c. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?
- d. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence:

The parties entered into a written tenancy agreement that provided that the tenancy would start on June 1, 2019 and end on June 30, 2020. The rent is \$1950 per month payable in advance on the first day of each month. The tenancy agreement provided that the tenants paid a security deposit of \$975 on May 17, 2019.

The tenant(s) failed to pay the rent for the month of June 2019 and the sum of \$1950 remains owing. In addition the Tenant failed to pay the rent for July in the sum of \$1950. The tenant paid \$100 to be applied against the outstanding rent on June 26, 2019 and \$1100 on July 21, 2019 for a total of \$1200.

The landlord served a 10 day Notice to End Tenancy on the Tenants. The Tenants' application to cancel the Notice to End Tenancy was dismissed and on July 12, 2019 an Order of Possession on 2 days Notice was granted.

The tenant(s) vacated the rental unit on July 30, 2019.

Analysis - Order of Possession:

It is no longer necessary to consider the landlord's application for an Order of Possession as an Order of Possession was granted in a previous hearing.

Analysis - Monetary Order and Cost of Filing fee

The rent for June 2019 (\$1950) and July 2019 (\$1950) totals \$3900. The tenants paid \$100 on June 26 2019 and \$1100 on July 21, 2019 for a total of \$1200. The tenants vacated on July 30, 2019. The balance of rent owing for the months of June and July 2019 is \$2700.

I granted the landlord a monetary order in the sum of \$2700 plus the sum of \$100 in respect of the filing fee for a total of \$2800.

Security Deposit

I determined the security deposit plus interest totals the sum of \$975. I ordered the landlord may retain this sum thus reducing the amount outstanding under this monetary order to the sum of \$1825.

Conclusion:

I ordered that the landlord shall retain the security deposit of \$975. I further ordered that the Tenants shall pay to the landlord the sum of \$1825.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial Court and enforced as an Order of that Court.

This decision is final and binding on the parties.

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 12, 2019

Residential Tenancy Branch