Dispute Resolution Services

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes   OPR, OPL, OPC, OPB, MNR, MNDC, CNR, MNSD, ERP, LRE, SS

Introduction

This matter dealt with an application by the Landlords for an Order of Possession and a Monetary Order for unpaid rent. The Tenants applied for the return of a security deposit and an order allowing them to serve a document in another manner than provided for under the Act. At the beginning of the hearing the Tenants confirmed that they had vacated the rental unit and therefore were abandoning their applications to cancel a Notice to End Tenancy for Unpaid Rent and Utilities, for an order that the Landlords make emergency repairs and for an order placing restrictions on the Landlords' right to enter the rental unit.

The Tenants said they served the Landlord, J.S., in person on August 13, 2009 with a copy of the Application and Notice of Hearing. I note that the Landlords also received a Notice of Hearing with respect to their application for today's date. I find that the Landlords were served with the Tenants' hearing package as required by s. 89 of the Act and the hearing proceeded in the Landlords' absence.

Issues(s) to be Decided

1.   Are the Tenants entitled to the return of a security deposit?
2.   Are there arrears of rent and if so, how much?

Background and Evidence

This tenancy started on January 28, 2009 and ended on August 26, 2009 when the Tenants moved out.   Rent was $850.00 per month payable on the 1st day of each month plus $200.00 for utilities. A security deposit of $425.00 was paid at the beginning of the tenancy.

The Landlords' written submissions claim that a written tenancy agreement was entered into with another individual for a fixed term of 6 months and that at the end of the fixed term the tenancy would end. The Landlords' written submissions also claim that the individual who signed the tenancy agreement moved out, however, the Tenants in this matter failed or refused to vacate the rental unit at the end of the tenancy and have arrears of rent of $1,750.00 for July and August 2009.

The Tenants claim that their names were written on the back of the tenancy agreement as Parties to it. The Tenants also claim that they are entitled to the return of the security deposit but admitted they did not give their forwarding address to the Landlords. The Tenants said they told the Landlords they would move out on August 26, 2009, however, they were served with a 10 Day Notice to End Tenancy and shortly thereafter, one of the Landlords removed the doors on the rental unit and told them to leave.

Analysis

In the absence of any evidence from the Landlords, I find that there is insufficient evidence that rent is unpaid for July and August 2009 and that part of the Landlords' application is dismissed without leave to reapply.

I also find that there is insufficient evidence to conclude that the Tenants are entitled to the security deposit in this matter and note that even if I did make an order for the Landlords to return it, they do not have a forwarding address for the Tenants to send it to. Consequently, the Tenants' application to recover the security deposit is dismissed with leave to reapply.

Conclusion

The Landlords' application is dismissed without leave to reapply. The Tenants' applications to cancel a Notice to End Tenancy for Unpaid Rent and Utilities, for an order that the Landlords make emergency repairs, for an order placing restrictions on the Landlords' right to enter the rental unit and for an order for substituted service are dismissed without leave to reapply. The Tenants' application to recover the security deposit is dismissed with leave to reapply.

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: September 29, 2009.

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Dispute Resolution Officer