

DECISION

Dispute Codes OPR, MNR, FF

Introduction

Some documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issues(s) to be Decided

This is a request for a monetary order for \$11,250.00 and a request of the respondents bear the \$100.00 cost of the filing fee that was paid for the application for dispute resolution.

Background and Evidence

The applicant testified that:

- This tenancy began on November 4, 2009, and rent for this rental unit is \$1500.00 per month.
- The tenants have not paid any rent from January 2010 through July 2010.
- The tenants were given an eviction notice on May 21, 2010; however the tenants have never informed him that they have vacated the rental unit.

The applicant is therefore requesting an order for rent for the months of January 2010 through July 2010 of \$1500.00 per month for a total of \$10,500.00. The applicant is also requesting that the tenants bear the \$100.00 cost of the filing fee, and that he be allowed to retain the full security deposit of \$750.00 towards this claim.

The respondents testified that:

- They do not dispute that rent has not been paid since January 2010; however they had discussed doing some work in lieu of rent and the landlord had said he would discuss this with them.
- The landlord did not make arrangements for them to do work in lieu of rent and instead gave them an eviction notice.
- They have had financial difficulties and that is why they were unable to pay the rent.
- They vacated the rental unit on June 15, 2010 and moved into social housing however they were unable to contact the landlord to inform him that they had vacated.
- They are also concerned that the applicant may not be the valid landlord, as the original agreement was made with, and they always paid their rent to,, the applicants ex-wife.

In response to the respondent's testimony the applicant stated that:

- The tenants had both his cell phone number and his address and therefore could have informed him that they had vacated.
- He is the legal landlord, and his ex-wife was only acting as his agent.

Analysis

It is my decision that the tenants are liable for the full rent from January 2010 through July 2010.

The tenants have admitted that they did not pay rent from January 2010 on, and since the tenants did not inform the landlord that they had vacated I am allowing rent to the end of July 2010.

The tenants claim that they were unable to contact the landlord, however when the landlord stated that they always had his phone number and address they did not dispute that claim. Therefore I see no reason why the tenants could not have informed the landlord, either by phone or by mail, that they had vacated.

Conclusion

I allow the full amount of \$10,500.00, plus the filing fee of \$100.00, for a total of \$10,600.00.
I therefore order that the landlord may retain the full security deposit plus interest:

\$750.00

I further Order that the Respondents pay to the Applicant the following amount:

\$9850.00

The tenants have had ample time to investigate whether or not the applicant is the legal owner/landlord of this property, and have provided no evidence to show that he is not and therefore since the applicant has testified that he is the landlord I have ordered that the above amount be paid to the applicant.

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: July 19, 2010.

Dispute Resolution Officer