



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes OPR, MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with the landlord's application for an Order of Possession for unpaid rent and a Monetary Order for unpaid rent; authorization to retain the security deposit and pet deposit; and, recovery of the filing fee. The landlord and one of the co-tenants appeared at the hearing. The landlord had testified that both co-tenants were served with notification of this hearing via registered mail and the tenant in attendance confirmed that the other tenant was aware of this proceeding against them. I was satisfied that both tenants were sufficiently served with notification of this proceeding and this decision and the Monetary Order that accompanies it names both tenants. Both parties were provided the opportunity to make submissions, in writing and orally, to respond to the submissions, and to ask questions of me and the other party.

On a procedural note, the landlord included a claim of \$200.00 for a power cord in the details of dispute. I amended the application to include the dispute code related to compensation for damage or loss under the Act, regulations or tenancy agreement.

The parties also confirmed that the tenants have vacated the rental unit and I determined that an Order of Possession is no longer required. Therefore, the remainder of this decision pertains to the landlord's monetary claims only.

Issue(s) to be Decided

1. Is the landlord entitled to recover unpaid rent from the tenants?
2. Is the landlord entitled to recover the loss associated to the power cord from the tenants?
3. Is the landlord entitled to retain the tenants' security deposit and pet deposit?

Background and Evidence

The one year fixed term tenancy commenced April 1, 2010. The tenants paid a \$900.00 security deposit and a \$200.00 pet deposit. The tenants were required to pay rent of \$1,800.00 on the 1st day of every month in accordance with the terms of the tenancy

agreement. The tenants failed to pay rent for July 2010 but paid rent in August 2010. The tenants did not pay rent for September 2010 and vacated the rental unit September 10, 2010. The landlord re-rented the unit effective October 1, 2010.

The landlord is seeking to recover unpaid rent for the months of July and September 2010 from the tenants. In addition, the landlord is claiming \$200.00 for loss of a power cord that was missing from the rental unit at the end of the tenancy. The landlord provided a receipt showing that the power cord was purchased for \$212.80 on May 10, 2010. The landlord submitted a statement by the tenant of the adjacent rental unit claiming to have seen the tenants selling the power cord during their garage sale.

The tenant acknowledged that rent for July was not paid and explained this was due to a medical emergency. The tenant acknowledged that rent was not paid for September 2010 but submitted that the tenants vacated by September 10, 2010 after receiving 10 Day Notices to End Tenancy in July, August and September 2010.

The tenant acknowledged that a power cord was supplied by the landlord during the tenancy to temporarily provide electricity to the rental unit and that they had stored it in a storage shed when it was no longer needed. The tenant explained that in early September 2010 the tenants had a garage sale at the residential property. The tenant suggested that people on the property for the garage sale may have taken the power cord and pointed out that the tenant occupying an adjacent rental unit was invited by the tenants to take anything left behind after the garage sale.

Analysis

A tenant is required to pay rent when due in accordance with their tenancy agreement. It is undisputed that the tenants did not pay rent in July 2010 and I award that amount to the landlord. The tenants also remained in possession of the rental unit until September 10, 2010 and I am satisfied the landlord suffered a loss of rent for September 2010 due to the tenants' breach of the tenancy agreement and the Act. Therefore, I grant the landlord's request for compensation for loss of rent for September 2010.

The landlord has provided sufficient evidence for me to accept that the landlord provided a power cord to the tenants for their use during the tenancy. The tenants had an obligation to ensure this power cord remained at the property or was returned to the landlord when they disconnected it. In other words, the tenants were not at liberty to dispose of the power cord.

Even if I accept the tenants' version of events that they did not sell the power cord, I find the tenants remain liable for the loss. The Act provides that a tenant is responsible for the actions of a person permitted on the property by the tenant. Even if the power cord was taken by a customer of their garage sale or the neighbour they invited on to the property, in either case, the tenants permitted these persons on the property and are responsible for their conduct on the property.

In light of the above, I award the landlord the amount of \$200.00 for the power cord that was missing and not returned to the landlord at the end of the tenancy.

As the landlord has been successful in this application, I award the filing fee to the landlord and I authorize the landlord to retain the security deposit and pet deposit in partial satisfaction of the rent owed to the landlord.

The landlord has been provided a Monetary Order calculated as follows:

Unpaid rent – July and September 2010	\$ 3,600.00
Missing power cord	200.00
Filing fee	50.00
Less: security deposit and pet deposit	<u>(1,100.00)</u>
Monetary Order for landlord	\$ 2,750.00

The Monetary Order must be served upon the tenants and may be enforced in Provincial Court (Small Claims) as necessary.

Conclusion

The landlord was successful in this application. The landlord has been authorized to retain the tenants' security deposit and pet deposit and has been provided a Monetary Order for the balance of \$2,750.00 to serve upon the tenants.

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: April 13, 2011.

Residential Tenancy Branch