



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 hearing dealt with an Application for Dispute Resolution by the landlords for a monetary order and an order to retain the security deposit in partial satisfaction of the claim.

Although served with the Application for Dispute Resolution and Notice of Hearing by registered mail sent on August 13, 2012, a Canada post tracking number were provided as evidence of service, the tenants did not appear.

Section 90 of the Act determines that a document served in this manner is deemed to have been served five days later. I find that the tenants have been duly served in accordance with the Act.

Preliminary Issue

The landlord stated the tenants vacated the rental unit toward the end of August, 2012. The landlord stated the tenants did not provide a forwarding address and due to the condition and damages the unit was left in, they are withdrawing their application to retain the security deposit, and will deal with that issue and the claim for damages, when and if the tenant provide them with a service address. The landlord is at liberty to reapply to retain the security when the tenants comply with section 38 of the Act.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent?
Is the landlord entitled to recover the cost of file the application from the tenants?

Background and Evidence

The tenancy began on June 1, 2012. Rent in the amount of \$1,100.00 was payable on the first of each month and the tenants were required to pay \$100.00 per month for utilities. A security deposit of \$550.00 was paid by the tenants.

On August 7, 2012, at a Dispute Resolution Hearing the landlord was granted an order of possession for unpaid rent. The landlords' monetary claim was dismissed with leave to reapply. The landlord was granted permission to retain \$50.00 from the security deposit paid the tenants.

The landlord testified that the tenants did not pay all rent owed for June 2012 and there is a balance of \$650.00 owing. The landlord stated the tenants did not pay any rent for July 2012 or August 2012. The landlord seeks to recover \$2,850.00 in unpaid rent.

The landlord testified that due to the short notice and the condition the rental unit was left in by the tenants they were unable to rent the unit for September 2012. The landlord seeks to recover loss of rent for September 2012, in the amount of \$1,100.00.

The landlord testified that the tenants also failed to pay the utilities as required by the tenancy agreement and seek to recover those cost.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

I find that the tenants have failed to pay rent under the Act and tenancy agreement.

The tenants were put on notice by way of the landlord application that the landlord would be seeking loss of rent should the unit be un-rentable for the month of September 2012, as a result of the tenants breaching the Act. I find that the tenants failed to comply with the ten day notice issued on July 3, 2012, and did not vacate the unit until August 24, 2012, the tenants actions did not give the landlords an opportunity to have the unit rented for September, 2012, and as a result the landlord suffered a loss. The landlords are entitled to loss of rent for September 2012.

I find the landlords have established a total monetary claim of **\$4,400.00** comprised of the balance of rent owed for June, July, August and September 2012, and utilities for each of those months, and the \$50.00 fee paid by the landlords for this application.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

Conclusion

The landlords are at liberty to reapply to retain the security deposit. The landlords are granted a monetary order for rent due.

The landlords have leave to apply for further monetary claims arising from damages to the rental unit. The landlord is at liberty to reapply to retain the security deposit.

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 11, 2012.

Residential Tenancy Branch