



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR MNSD FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Both landlords and one tenant participated in the conference call hearing.

At the outset of the hearing, the tenant stated that she did not have pages 24 and 25 of the landlord's evidence. The landlord stated that they had included those pages in the tenant's evidence package. Those pages of evidence were included in the copy of the landlord's evidence submitted to the residential tenancy branch. I described those two pages of evidence to the tenant, and she indicated that she would not require an adjournment to respond to that evidence. I therefore admitted those two pages of evidence and proceeded with the hearing.

The landlord sought to amend their claim for hydro from \$150, which they stated was an estimate, to \$146.90. I allowed the amendment.

I have reviewed all testimony and other evidence. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on May 1, 2011. Rent in the amount of \$1100 was payable on the tenth day of each month for a rental period running from the first to the last day of each calendar month. Hydro was not included in rent. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$550. The tenancy ended in September 2012.

Landlord's Evidence

The tenants did not pay rent when due on September 10, 2012. The tenants did not give the landlord any written notice to vacate. The landlord submitted an affidavit from their agent, in which the agent indicated that it appeared that the tenants were still occupying the rental unit on September 15, 2012, as he saw dogs, horses, a truck and the tenants' car when he attended the rental property on that date. The landlord attended the rental property on September 17, 2012 and it appeared that the tenants had vacated the rental unit, as their animals and outside possessions, other than one vehicle, had been removed. The landlord unsuccessfully attempted on several occasions to contact the tenants by phone.

On September 18, 2012 the landlord posted a notice on the rental unit door, in which they indicated that they would enter the unit on September 21, 2012 for the purpose of carrying out a move-out inspection. The landlord and the tenants attended the rental unit on September 21, 2012, and the landlord received the keys from the tenants on that date.

On October 5, 2012, the landlord placed an ad to re-rent the unit.

The landlord has claimed \$1100 rent for September 2012 and \$146.90 for hydro for July 24 to September 21, 2012.

Tenant's Response

In August 2012, the landlord and the tenants were attempting to resolve several issues about the rental unit. The tenants told the landlord that they could not stay in the rental unit if the landlord did not plow the driveway in the winter. The landlord did not agree to plow the driveway, and the tenants believed that as far as they were concerned, they had therefore given the landlord notice that they would vacate.

The tenants vacated the rental unit on September 10, 2012. The tenant disputed the landlord's agent's written statement that the tenants' possessions and animals were still on the property on September 15th. The tenants disputed the landlord's claim for unpaid rent, on the basis that the landlord could have advertised the rental unit before October 5, 2012. The tenants disputed owing any hydro after September 10, 2012.

Analysis

Upon consideration of the evidence, I find as follows. The landlord is entitled to their monetary claim in its entirety. The tenants did not give the landlord any written notice to vacate. The landlord could not verify that the tenants had vacated until September 21, 2012. The landlord is entitled to unpaid rent and lost revenue for September 2012 as well as for hydro costs to September 21, 2012.

As the landlord's claim was successful, they also entitled to recovery of the \$50 filing fee for the cost of their application.

Conclusion

The landlord is entitled to \$1296.90. I order that the landlord retain the security deposit of \$550 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$746.90. This order may be filed in the Small Claims Court and enforced as an order of that Court.

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: January 4, 2013.

Residential Tenancy Branch