



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNDC, MNR, MNSD, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlords for a monetary order for unpaid rent, for compensation under the Act and the tenancy agreement, for removing garbage, to retain the security deposit in partial satisfaction of the claim and to recover the filing fee for the Application.

Only the Landlords appeared at the hearing. They gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

The Landlords testified that they personally served each of the Tenants with a Notice of Hearing and the Application on November 9, 2012. Despite this the Tenants did not appear at the hearing. I find the Tenants have been duly served in accordance with the Act.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issue(s) to be Decided

Are the Landlords entitled to monetary compensation from the Tenants?

### Background and Evidence

This tenancy began on May 1, 2012, with the parties signing a written, standard form tenancy agreement on May 23, 2012. The monthly rent was set at \$1,500.00 and the Tenants were to pay a security deposit of \$750.00 and a pet damage deposit of \$750.00. However, the Tenants only paid a security deposit of \$300.00, which the Landlords are still holding. The tenancy agreement also required the Tenants to pay for water usage.

The Landlords testified that the Tenants had difficulty paying the rent on time and they missed several rent payments and did not pay the rent due in full.

The parties agreed to end the tenancy on November 1, 2012. The Tenants did not move out of the rental unit until November 11, 2012.

On November 9, 2012, the parties signed a document entitled *Payment Schedule for Unpaid Rent*. In this document the parties agreed the tenancy was ending on November 8, 2012. The agreement sets out that if the Tenants make regular payments to reduce the outstanding rent due, the Landlords would forego a portion of the total amount due. However, the Landlords testified that the Tenants made no payments as agreed upon. The agreement sets out that the Landlords may proceed with their “legal action” if the Tenants fail to fulfill the *Payment Schedule*.

The Landlords testified that the Tenants owe \$100.00 for May rent, \$1,500.00 for July rent (due to an “NSF” cheque), \$300.00 for September rent, \$1,500.00 for October rent and \$550.00 for the 11 days in the rental unit in November, all in the year 2012.

The Landlords have also submitted an invoice for unpaid water bill in the amount of \$118.02.

The Landlords had claimed for cleaning and removing garbage at the rental unit, however, they were unable to serve the Tenants with the invoice for this as the Tenants failed to provide a forwarding address when they vacated the rental unit.

### Analysis

Based on the uncontradicted evidence and testimony, and on a balance of probabilities, I find the Tenants have breached section 26 of the Act and the tenancy agreement by failing to pay rent when due.

I also find the Tenants breached the tenancy agreement by failing to pay the water bill.

I dismiss the claims of the Landlords for cleaning and removing garbage, with leave to reapply.

Section 67 of the Residential Tenancy Act states:

Without limiting the general authority in section 62(3) [*director’s authority*], if damage or loss results from a party not complying with this Act, the regulations

or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

Having found the Tenants breached the Act and the tenancy agreement, I find the Landlords suffered a loss due to the breaches of the Tenants.

I find that the Landlords have established a total monetary claim of **\$4,118.02** comprised of \$100.00 for May rent, \$1,500.00 for July rent, \$300.00 for September rent, \$1,500.00 for October rent and \$550.00 for the 11 days overholding in the rental unit in November (all in 2012), a water bill of \$118.02, and the \$50.00 fee paid for this application.

I order that the Landlords retain the deposit of **\$300.00** in partial satisfaction of the claim and I grant the Landlords an order under section 67 for the balance due of **\$3,818.02**.

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

### Conclusion

The Tenants failed to pay all the rent due and failed to pay a water bill. The Landlords may keep the security deposit in partial satisfaction of the claim and are granted a monetary order for the balance due.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: February 07, 2013

---

Residential Tenancy Branch

