



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes For the landlord: OPC, MNR, MND, FF
 For the tenant: MNSD, MNDC

Introduction

This hearing was convened as a result of the cross applications of the parties for dispute resolution under the Residential Tenancy Act (the “Act”).

The landlords applied for an order of possession for the rental unit due to alleged cause, a monetary order for unpaid rent and alleged damage to the rental unit, and for recovery of the filing fee.

The tenant applied for a return of her security deposit and a monetary order for money owed or compensation for damage.

The landlords appeared; the tenant did not appear.

The landlords gave evidence that they served the tenant with their Application for Dispute Resolution and Notice of Hearing by registered mail on May 13, 2013. The landlords supplied testimony of the tracking number of the registered mail envelope. When questioned further, the landlords said that they obtained the tenant’s new address through their investigation with people known by the tenant. The landlords gave the address to where the envelope was sent and said that the tenant’s teenage son signed for the envelope. I note that the address used by the landlords was the same address used by the tenant in her own application for dispute resolution.

I therefore find the tenant was served notice of this hearing in a manner complying with section 89 of the Residential Tenancy Act (the “Act”) and the hearing proceeded on the landlords’ application in the tenant’s absence.

Thereafter the landlords were provided the opportunity to present their evidence orally, refer to documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed the oral and written evidence before me that met the requirements of the Residential Tenancy Branch Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Preliminary Issue #1-Despite having her own application for dispute resolution set for hearing on this date and time, the application of the landlords and the Notice of these Hearings, the tenant did not appear.

Therefore, pursuant to section 10.1 of the Rules, I dismiss the application of the tenant, without leave to reapply.

Preliminary issue #2-The landlords applied for an order of possession for the rental unit; however, during the hearing the landlords said that the tenant vacated the rental unit prior to filing their application. Therefore I have amended their application and removed this issue for consideration.

Issue(s) to be Decided

Are the landlords entitled to monetary compensation and to recover the filing fee?

Background and Evidence

The landlords gave evidence that this tenancy began on August 27, 2012, monthly rent was \$900 and the tenant paid a security deposit of \$450 at the beginning of the tenancy.

The landlords' monetary claim is \$1054.76, comprised of loss of revenue of \$900 for April 2013, and unpaid utilities for \$154.76.

In explanation the landlords submitted that the tenant vacated the rental unit without notice sometime over the Easter long weekend, which was the last day of March or the first day of April 2013. The landlords submitted that the tenant left the rental unit in total disarray and damaged, and therefore, due to the lack of notice and state of the rental unit, they were unable to re-rent the rental unit for April 2013.

The landlords also submitted that the tenant owed an unpaid water bill for service during her tenancy and that the landlords have paid that bill.

The landlords' relevant documentary evidence included a copy of the tenancy agreement and a copy of the unpaid utility bill.

Analysis

As to the issue of loss of revenue, Section 45 (1) of the Act requires a tenant to give written notice to end the tenancy that is not earlier than one month after the date the landlord receives the notice and is at least the day before the day in the month that rent is payable under the tenancy agreement. In other words, one clear calendar month before the next rent payment is due is required in giving written notice to end the tenancy.

In the case before me, I find the landlords submitted sufficient, undisputed evidence that the tenant failed to give a written notice that she was vacating, and that the said insufficient notice caused the landlords to suffer a loss of rent revenue for the month of April 2013. I therefore find they are entitled to a monetary award of \$900.

As to the unpaid utilities, I find the landlords submitted sufficient, undisputed evidence that the tenant owed the unpaid water bill and failed to pay. I therefore find the landlords are entitled to a monetary award of \$154.76.

Due to the landlords' successful application, I grant them recovery of the filing fee.

Due to the above, I find the landlords are entitled to a total monetary award of \$1104.76, comprised of loss of rent revenue for April 2013, in the amount of \$900, unpaid utilities in the amount of \$154.76, and the filing fee of \$50.

I note that the landlords submitted that they have retained the tenant's security deposit for alleged damages to the rental unit; they did not apply to keep the security deposit and the landlords' application dealt only with their request for loss of rent revenue and unpaid utilities.

I remind the landlords that the security deposit is held in trust for the tenant and that the deposit must be dealt with in accordance with sections 38 of the Act; however in this case, I have dismissed the tenant's request for a return of her security deposit.

Conclusion

The landlords' application for monetary compensation is granted.

I grant the landlords a final, legally binding monetary order pursuant to section 67 of the Act for the amount of their monetary award in the amount of \$1104.76, which I have enclosed with the landlords' Decision.

Should the tenant fail to pay the landlords this amount without delay after being served the order, the monetary order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an Order of that Court. The tenant is advised that costs of such enforcement are recoverable from the tenant.

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* and is being mailed to both the applicants and the respondent.

Dated: August 12, 2013

Residential Tenancy Branch

