



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNR, MND, MNDC, MNSD, FF
MNDC

Introduction

This hearing concerns 2 applications: i) by the landlord for a monetary order as compensation for unpaid rent / compensation for damage to the unit, site or property / compensation for damage or loss under the Act, Regulation or tenancy agreement / retention of the security deposit & pet damage deposit / and recovery of the filing fee; and ii) by the tenants for a monetary order as compensation for damage or loss under the Act, Regulation or tenancy agreement.

The landlord attended and gave affirmed testimony. The landlord testified that he served each tenant with his application for dispute resolution and notice of hearing by way of registered mail. Evidence provided by the landlord includes the Canada Post tracking numbers for the registered mail, and the Canada Post website informs that both items were “successfully delivered.” Despite this, and despite scheduling of the hearing in response to applications by both parties, neither tenant appeared. The landlord testified that he was served with the tenants’ hearing package.

Issue(s) to be Decided

Whether either party is entitled to the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement the month-to-month tenancy began on December 15, 2010. While the tenancy agreement provides that monthly rent is due and payable in advance on the 15th day of each month, the landlord testified that shortly after the tenancy began, the parties agreed that monthly rent would be due and payable in advance on the first day of each month. Monthly rent was \$750.00, and it remained unchanged during the term of the tenancy. A security deposit of \$375.00 and a pet damage deposit of \$200.00 were collected. A move-in condition inspection report was not completed.

Pursuant to section 47 of the Act which addresses **Landlord's notice: cause**, the landlord issued a 1 month notice to end tenancy dated April 16, 2014. The notice was served by posting on the unit door on that same date. A copy of the notice was given in evidence. Several reasons are identified on the notice in support of its issuance.

Pursuant to section 53 of the Act which addresses **Incorrect effective dates automatically changed**, I find that the effective date of the notice is May 31, 2014.

Subsequently, the tenants did not file an application to dispute the notice and, without proper notice the unit was vacated on May 04, 2014. The landlord testified that no rent was paid for May 2014. The landlord also testified that the tenants had sublet the unit and he had no knowledge of the identity of those who had possession of the unit toward the end of tenancy. A move-out condition inspection report was not completed, and the landlord testified that the unit (house) had to be demolished.

As to a forwarding address for the tenants, the landlord testified that he became aware of it from the tenants' application for dispute resolution. The tenants filed their application for dispute resolution on May 06, 2014, and the landlord subsequently filed his own application for dispute resolution on May 09, 2014.

Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, forms and more can be accessed via the website: www.rto.gov.bc.ca

Based on the affirmed / undisputed testimony of the landlord, in addition to the documentary evidence which includes, but is not limited to, photographs submitted by the landlord, I find that the landlord has established a claim of **\$800.00**:

\$750.00: *unpaid rent for May 2014*

\$50.00: *filing fee*

I order that the landlord retain the security deposit of \$375.00, and the pet damage deposit of \$200.00 [**total: \$575.00**], and I grant the landlord a **monetary order** for the balance owed of **\$225.00** (\$800.00 - \$575.00).

Further to unpaid rent for May 2014 and the filing fee, in his application the landlord seeks broad and unspecified compensation in the total amount of \$5,000.00. However, in the absence of the comparative results of move-in and move-out condition inspection reports or receipts in support of any particular compensation, the balance of the landlord's application is hereby dismissed.

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$225.00**. This order may be served on the tenants, filed in the Small Claims Court and enforced as an order of that Court.

In the absence of the tenants at the hearing scheduled in response to applications by both parties, and in the absence of the tenants after being properly served with the landlord's hearing package, the tenants' application is hereby dismissed without leave to reapply.

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 08, 2014

Residential Tenancy Branch

