



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND MNR MNSD MNDC FF

Introduction

This hearing dealt with an Application for Dispute Resolution filed by the Landlords on June 17, 2014, to obtain a Monetary Order for: damage to the unit, site or property; for unpaid rent or utilities; to keep all or part of the security deposit; for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement; and to recover the cost of the filing fee from the Tenants for this application.

The hearing was conducted via teleconference and was attended by both Landlords who provided affirmed testimony that the Tenants were served with copies of the Landlord's application for dispute resolution and Notice of dispute resolution hearing, on June 20, 2014, by registered mail. Canada Post receipts were provided in the Landlord's evidence. Based on the submissions of the Landlords I find the Tenants were deemed served notice of this proceeding on June 25, 2014, in accordance with section 90 of the Act; and I proceeded in the Tenants' absence.

Issue(s) to be Decided

Have the Landlords proven entitlement to a Monetary Order?

Background and Evidence

The Landlords submitted evidence that the parties executed a written tenancy agreement for a month to month tenancy that commenced on February 1, 2004. Rent began at \$650.00 and was subsequently increased to \$845.00 payable on the first of each month. On January 7, 2004 the Tenants paid \$325.00 as the security deposit.

The Landlords testified that near the end of November 2013, the Tenants issued them a notice to end tenancy effective December 31, 2013. The Tenants paid their December 1, 2014 rent and on December 10, 2014 the Landlords were notified that the Tenants'

cheque was not honored as it had a stop payment placed upon it. The Landlords found out that the Tenants had vacated the property around December 10, 2013 and left the keys with the tenants who resided in the other side of the duplex.

The Landlords submitted evidence to support their claim which included, among other things, their written statement, the tenancy agreement, photographs, receipts for work that had been done prior to the start of the tenancy, and the work that was required and completed at the end of this tenancy which totaled \$12,836.00. The Landlords stated that they are only seeking to keep the security deposit, interest, and \$1,463.00 which is approximately 14% of their total losses.

Analysis

Upon consideration of the evidence before me, in the absence of any evidence from the Tenants who did not appear, despite being properly served with notice of this proceeding, I accept the undisputed version of events as discussed by the Landlord and corroborated by their documentary evidence.

Section 26 of the Act stipulates that a tenant must pay rent in accordance with the tenancy agreement; despite any disagreements the tenant may have with their landlord.

Section 32 (3) of the Act provides that a tenant of a rental unit must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.

Section 37(2) of the Act provides that when a tenant vacates a rental unit the tenant must leave the rental unit reasonably clean and undamaged except for reasonable wear and tear.

Based on the aforementioned I find the Tenants have breached sections 26, 32(3) and 37(2) of the Act, not paying the December 2014 rent and leaving the rental unit unclean and with some damage at the end of the tenancy.

As per the foregoing I find the Landlords have met the burden of proof and I award them damages in the amount of **\$1,799.50**.

The Landlords have been successful with their application; therefore I award recovery of the **\$50.00** filing fee.

Monetary Order – I find that the Landlords are entitled to a monetary claim and that this claim meets the criteria under section 72(2)(b) of the *Act* to be offset against the Tenants' security deposit plus interest as follows:

Damages & Dec. unpaid rent	\$1,799.50
Filing Fee	<u>50.00</u>
SUBTOTAL	\$1,849.50
LESS: Security Deposit \$325.00 + Interest 11.50	<u>-336.50</u>
Offset amount due to the Landlord	<u>\$1,513.00</u>

Conclusion

The Landlords have been awarded a Monetary Order for **\$1,513.00**. This Order is legally binding and must be served upon the Tenants. In the event that the Tenants do not comply with this Order it may be filed with the Province of British Columbia 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: October 22, 2014

Residential Tenancy Branch

