



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CODY DEMOSKOFF
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

LANDLORD: MNR, MNSD, FF
TENANT: CNR, MNDC, MNSD, RR

Introduction

This hearing dealt with cross applications for Dispute Resolution filed by both the Landlord and the Tenants.

The Landlord filed seeking a monetary order for compensation for unpaid rent, to retain the Tenants' security deposit and to recover the filing fee for this proceeding.

Service of the hearing documents by the Landlord to the Tenants were done by registered mail on November 26, 2014, in accordance with section 89 of the Act.

The Tenants filed seeking an order to cancel the Notice to End Tenancy, a monetary order for compensation for damage or loss under the Act, the regulations or the tenancy agreement, for the return of the Tenants' security deposit and to have a rent reduction.

The hearing started at 11:00 a.m. as scheduled, however the Tenants had not dialled into the conference call. In the absence of any evidence from the Tenants to support the application, the application is dismissed without leave to reapply.

Issues to be Decided

Landlord:

1. Is there unpaid rent and if so how much?
2. Is the Landlord entitled to unpaid rent and if so how much?
3. Is the Landlord entitled to retain the Tenants' security deposit?

Background and Evidence

This tenancy started on September 4, 2014 as a fixed term tenancy for 1 year with an expiry date of August 31, 2015. Rent was \$1,650.00 and then was reduced to \$1,600.00 per month payable on the 1st day of each month. The Tenant paid a security deposit of \$825.00 on September 4, 2014. A move in condition inspection report was completed on September 4, 2014 and a move out condition inspection report was completed on November 12, 2014.

The Landlord said the Tenant moved out of the rental unit on November 12, 2014 as a result of a 10 Day Notice to End Tenancy for Unpaid Rent. The Landlord continued to say that the Tenant did not pay \$1,600.00 of rent for November 2014 and as a result the Landlord has made an application to retain the Tenants' security deposit of \$825.00 as settlement for the unpaid rent. As well the Landlord said he is requesting \$60.00 for his time and labour to clean the carpets and to clean the unit.

The Landlord also requested to recover the filing fee \$50.00 from the Tenants.

Analysis

Section 26 says a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

Section 45 of the Act says a Tenant may end a fixed term tenancy not earlier than the date specified in the tenancy agreement and it must be with written notice at least one month prior to the date that rent is payable or with the agreement of the Landlord.

The Tenants did not give the Landlords proper notice to end the tenancy and the Tenants do not have the right under the Act to withhold part or all of the rent; therefore I find the Tenants are responsible for unpaid rent of \$825.00 for the month of November, 2014 which is the amount the Landlord has applied for.

As well I accept the Landlord's testimony that he cleaned the carpets and cleaned the rental unit after the Tenants move out. Consequently I award the Landlord \$60.00 for his time to clean the unit.

As the Landlords have been successful in this matter, he is also entitled to recover from the Tenants the \$50.00 filing fee for this proceeding. I order the Landlord pursuant to s. 38(4) and s. 72 of the Act to keep the Tenants' security deposit in payment of the rent arrears. The Landlord will receive a monetary order for the balance owing as following:

	Rent arrears:	\$ 825.00
	Cleaning costs	\$ 60.00
	Recover filing fee	\$ 50.00
	Subtotal:	\$ 935.00
Less:	Security Deposit	\$ 825.00
	Subtotal:	\$ 825.00
	Balance Owing	\$ 110.00

Conclusion

A Monetary Order in the amount of \$110.00 has been issued to the Landlord. A copy of the Orders must be served on the Tenants: the Monetary Order may be enforced in the Provincial (Small Claims) Court of British Columbia.

The Tenants' application is 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: December 09, 2014

Residential Tenancy Branch

