



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNR, MNSD, FF

### Introduction

This was a hearing with respect to the landlord's application for a monetary award and an order to retain the tenants' security and pet deposits. The hearing was conducted by conference call. The landlord called in and was assisted by his agent, who also acted as a translator. The tenants did not attend the hearing although they were each served with the application for dispute resolution and Notice of Hearing sent to them by registered mail on October 7, 2014.

### Issue(s) to be Decided

Is the landlord entitled to a monetary award for unpaid rent and if so, in what amount?  
Is the landlord entitled to retain all or part of the security and pet deposits?

### Background and Evidence

The rental unit is a house in Surrey. The tenancy proceeded by a succession of fixed term agreements. The latest was for a term that commenced on October 1, 2013 and ended September 30, 2014. The tenants paid a security deposit of \$1,500.00 and a pet deposit of \$1,000.00 on July 30, 2011. The current tenancy agreement provided that at the end of the term on September 30, 2014, the tenants must move out of the rental unit. The provision in the agreement was initialled as required by the landlord, but it was not initialled by the tenants. The landlord's agent testified that the same provision had appeared in the previous tenancy agreements, and it had not been consistently initialled.

The landlord's agent said that she informed the tenants that the landlord intended to sell the rental property and would not enter into a new fixed term agreement. In July, 2014 the tenants said they intended to end the tenancy on August 31<sup>st</sup> and would not pay August or September rent; they claimed that they were not given a copy of the tenancy agreement and considered that the landlord's intention to sell the property should entitle them to a month's free rent. In a later e-mail dated July 21, 2014, the tenants recanted from their position and said they did have a copy of the tenancy agreement and they would honour the agreement and move out at the end of September.

On September 9, 2014 the tenants sent another e-mail in which they stated that they had “officially moved out” of the rental unit on August 31<sup>st</sup> and could hand over the keys at any point. They asked to conduct a walk-through of the home and requested the return of their deposits and said they did not intend to pay rent for September.

The tenants’ cheque in payment of September’s rent was returned because the tenants stopped payment on the cheque.

### Analysis

The tenants were not served with a Notice to End Tenancy. They advised the landlord by e-mail that they intended to continue the tenancy until September 30, 2014, but they then moved out early without paying September’s rent. The landlord did not receive notice that they had moved until September 9<sup>th</sup>. The landlord was unable to take any steps to mitigate the loss of rent for September by seeking to find new tenants for that month. I find that the landlord is entitled to an award for the loss of rent for September in the amount of \$3,000.00 as claimed.

### Conclusion

I have allowed the landlord's claim for unpaid rent for September 2014 in the amount of \$3,000.00. The landlord is entitled to recover the \$50.00 filing fee for his application, for a total award of \$3,050.0. I order that the landlord retain the security and pet deposits totalling \$2,500.00 in partial satisfaction of this award and I grant the landlord an order under section 67 for the balance of \$550.00. This order may be registered in the Supreme 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: May 13, 2015

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Residential Tenancy Branch

