



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNDC, MNSD, FF

Introduction

This hearing was convened by way of conference call concerning an application made by the landlords for a monetary order for unpaid rent or utilities; for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement; for an order permitting the landlords to keep all or part of the pet damage deposit or security deposit; and to recover the filing fee from the tenant for the cost of the application.

Both landlords attended the hearing, one of whom gave affirmed testimony. However, despite being served with the Landlord's Application for Dispute Resolution, evidentiary material and notice of this hearing by registered mail on March 20, 2015, no one for the tenant attended. The line remained open while the phone system was monitored for 10 minutes prior to hearing any testimony and the only participants who joined the call were the landlords. One of the landlords testified that the tenant was served on that date and in that manner, and the landlords have provided a copy of both sides of a Registered Domestic Customer Receipt with a stamp by Canada Post bearing that date, and I am satisfied that the tenant has been served in accordance with the *Residential Tenancy Act*.

All evidentiary material of the landlords has been reviewed and is considered in this Decision.

Issue(s) to be Decided

- Have the landlords established a monetary claim as against the tenant for unpaid rent?
- Have the landlords established a monetary claim as against the tenant for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement?

- Should the landlords be permitted to keep all or part of the security deposit in full or partial satisfaction of the claim?

Background and Evidence

The landlord testified that this month-to-month tenancy began on July 1, 2010 and ended on April 7, 2015. Rent in the amount of \$900.00 per month was payable on the 1st day of each month. At the outset of the tenancy the landlords collected a security deposit from the tenant in the amount of \$450.00 which is still held in trust by the landlords, and no pet damage deposit was collected. A copy of the tenancy agreement has been provided.

The landlord further testified that the tenant failed to pay any rent for the month of February, 2015, despite written reminders to do so, copies of which have been provided. No payments were made so the landlords issued a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, a copy of which has also been provided. The notice is dated February 7, 2015 and contains an expected date of vacancy of February 20, 2015 for unpaid rent in the amount of \$900.00 that was due on February 1, 2015. The tenant did not pay the rent and did not pay any rent for the month of March, 2015. On March 28, 2015 the tenant gave the landlords a notice to vacate the rental unit effective March 31, 2015, however the tenant did not move out until April 7, 2015.

The parties completed a move-in and a move-out condition inspection report at the beginning and end of the tenancy and the tenant provided a forwarding address in writing to the landlords on April 7, 2015. The landlords had already served the application for dispute resolution at the rental unit, because the tenant had not yet moved to the forwarding address.

The landlords seek a monetary order for unpaid rent of \$2,700.00, an order permitting the landlords to keep the security deposit in partial satisfaction, and recovery of the \$50.00 filing fee.

Analysis

I have reviewed the evidentiary material, particularly the tenancy agreement and the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, and I find the documents to be consistent with the landlord's testimony. Although the tenant was served with the notice to end the tenancy, the tenant remained in the rental unit and gave a notice to end the tenancy to the landlords. That notice would not have taken effect until April 30, 2015 and as such, I am satisfied that the landlords have established a claim in the amount of \$2,700.00 for unpaid rent for the months of February, March and April, 2015. I order the

landlords to keep the \$450.00 security deposit in partial satisfaction, and I grant a monetary order for the balance.

Since the landlords have been successful with the application the landlords are also entitled to recovery of the \$50.00 filing fee.

Conclusion

For the reasons set out above, I hereby order the landlords to keep the \$450.00 security deposit and I grant a monetary order in favour of the landlords as against the tenant pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$2,300.00.

This order is final and binding and may be enforced.

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: August 26, 2015

Residential Tenancy Branch

