



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Century 21 Amos Realty
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNR, MNSD, FF

Introduction

This is an application brought by the Landlord(s) requesting a Monetary Order in the amount of \$1350.00.

The applicant(s) testified that the respondent(s) were served with notice of the hearing by registered mail on September 3, 2015; however the respondent(s) did not join the conference call that was set up for the hearing.

Pursuant to section 90 of the Residential Tenancy Act, documents sent by registered mail are deemed served five days after mailing and therefore it is my finding that the respondent(s) have been properly served with notice of the hearing and I therefore conducted the hearing in the respondent's absence.

All parties were affirmed.

Issue(s) to be Decided

The issue is whether or not the applicant has established monetary claim against the respondents, and if so in what amount.

Background and Evidence

The applicants testified that this tenancy began on June 25, 2014 with a monthly rent of \$1300.00 and a combined security/pet deposit of \$1300.00 was collected on that date.

The applicants further testified that the tenants were in a fixed term tenancy agreement; however they were not required to vacate at the end of the fixed term.

The applicant testified that on July 7, 2015 they discovered that the tenants had vacated the rental unit without giving any notice whatsoever, and as a result they lost the full rental revenue for the month of July 2015.

The applicants are therefore requesting an Order to keep the full security/pet deposit towards the outstanding July 2015 rent of \$1300.00.

Analysis

It is my finding that the landlords have shown that the tenants were in a fixed term tenancy agreement that did not require that they vacate at the end of the agreement, and therefore the tenants were required to give a Notice to End Tenancy, if they wish to vacate the rental unit.

It is also my finding that the landlords have shown that the tenants vacated the rental unit without any notice whatsoever, and as a result the landlords lost the full rental revenue for the month of July 2015. I therefore allow the landlords request for an Order for that outstanding rent.

I also allow the landlords request for recovery of the \$50.00 filing fee.

Conclusion

I have allowed the landlords full claim of \$1350.00 and therefore, Pursuant to Section 72(2)(b) of the Residential Tenancy Act, I Order that the landlords may retain the full security/pet deposit of \$1300.00 towards the claim.

I have not issued an Order for the remaining \$50.00, because the landlords stated that they are abandoning that portion of the claim, as they find it unlikely they will ever be able to collect it.

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: March 01, 2016

Residential Tenancy Branch

