



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MDSD & FF

Introduction

The Application for Dispute Resolution filed by the Tenants seeks an order to cancel the one month Notice to End Tenancy dated May 20, 2016

The Application for Dispute Resolution filed by the landlord makes the following claims:

- a. An Order for Possession for non-payment of rent and for cause.
- b. A monetary order in the sum of \$1012 for unpaid rent and damages
- c. An order to retain the security deposit
- d. An order to recover the cost of the filing fee

A hearing was conducted by conference call in the presence of the Landlord and in the absence of the Tenants although duly served. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

I find that the one month Notice to End Tenancy was personally served on the Tenants on May 20, 2016. I find that the 10 day Notice to End Tenancy was personally served on the Tenants on June 2, 2016. Further I find that the Landlord's Application for Dispute Resolution/Notice of Hearing was sufficiently served on the Tenants on June 6, 2016. The landlord initially posted the document. The tenant retrieved and came after the landlord and threw it at her saying he was not accepting service of it. I determined the Tenant has the Landlord's Application for Dispute Resolution in his possession and there has been sufficient service. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to an order cancelling the one month Notice to End Tenancy dated May 20, 2016?
- b. Whether the landlord is entitled to an Order for Possession?
- c. Whether the landlord is entitled to A Monetary Order and if so how much?
- d. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?

- e. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence

The parties entered into a fixed term written tenancy agreement that provided that the tenancy would start on May 1, 2016 and end on April 30, 2017. The rent is \$900 per month payable in advance of the last day of the previous month. The tenants paid a security deposit of \$450 and a pet damage deposit of \$250 at the start of the tenancy. The tenants were supposed to pay an additional \$250 for a pet damage deposit. However, the landlord has been unable to cash the cheque as their account does not contain sufficient funds to honor the cheque.

The tenants failed to pay the rent for June and \$900 remains outstanding. The tenants vacated the rental unit around the middle of June but failed to advise the landlord that they had left. The tenants' vehicle caught on fire while parked at the rental unit causing significant damage to the rental unit and the neighboring rental unit.

Tenants' Application:

The Tenants failed to attend the hearing. The Tenants vacated the rental unit. As a result I ordered that the application of the Tenants to cancel the one month Notice to End Tenancy be dismissed without leave to re-apply.

Landlord's Application - Analysis - Order of Possession:

It is no longer necessary to consider the landlord's application for an Order for Possession as the Tenants have vacated the rental unit and the landlord has regained possession.

Analysis - Monetary Order and Cost of Filing fee:

The landlord claimed the sum of \$600 for 2/3 of the rent for June. I determined the landlord is entitled to this claim. The tenants failed to pay the rent and remained in the rental unit until the middle of June. They failed to advise the landlord they vacated the rental unit. The landlord has not been able to re-rent the rental unit. The landlord is entitled to the amount claimed.

I determined the landlord is entitled to the sum of \$600 for damage to the exterior of the rental unit caused by the fire to the Tenants' vehicle. I have not considered the landlord's claim for the neighboring unit as this is not a tenancy claim.

The landlord testified the tenants caused extensive damage to the interior of the rental unit. However, this claim was not sufficiently included in the Landlord's Application for

Dispute Resolution. As a result I determined it was not appropriate to consider this claim. The Landlord retains the right to re-apply.

I granted the landlord a monetary order in the sum of \$1200 plus the sum of \$100 in respect of the filing fee for a total of \$1300.

Security Deposit:

I determined the security deposit held by the landlord amounts to \$450 and the pet damage deposit held by the landlord amounts to \$250 for a total of \$700. I ordered the landlord may retain this sum thus reducing the amount outstanding under this monetary order to the sum of \$600.

Conclusion:

I dismissed the tenants' application to cancel the one month Notice to End Tenancy as the tenants have vacated the rental unit. I determined it was no longer necessary to consider. I ordered that the landlord shall retain the security deposit of \$450 and the pet damage deposit of \$250 for a total of \$700. In addition I ordered that the Tenants pay to the Landlord the sum of \$600.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial 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: June 29, 2016

Residential Tenancy Branch