



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, MNDC,FF

Introduction

This was a hearing with respect to the landlord's application for a monetary award and for an order to retain the security deposit and pet deposit. The hearing was conducted by conference call. The landlord attended together with person named. The tenants did not attend although the landlord served the tenant by personally serving the tenants' adult relative, who was an occupant of the rental unit at the time of service on February 25, 2016. The occupant J.V, who is the tenants' adult daughter, signed an acknowledgment of receipt of the hearing package when it was handed to her. The tenants were not personally served with the application and Notice of Hearing in accordance with section 89 of the *Residential Tenancy Act*, but, pursuant to section 71 (2) (c) of the *Residential Tenancy Act*, I find that the application and Notice of Hearing were sufficiently served for the purposes of the *Act* by serving the adult daughter and by obtaining a signed acknowledgement of receipt from her.

Issue(s) to be Decided

Is the landlord entitled to a monetary award and if so, in what amount?

Is the landlord entitled to retain the security deposit and pet deposit?

Background and Evidence

The rental unit is the main floor of a house in Surrey. The tenancy began October 1, 2015 for a one year term with rent in the amount of \$2,070.00 payable upon the first of each month. The tenants paid a security deposit of \$1,100.00 on September 16, 2015 and a pet deposit of \$500.00 on October 15, 2015.

There was a previous dispute resolution proceeding with respect to this tenancy. In a decision dated February 15, 2016 an arbitrator granted the landlord and order of possession effective two days after service on the tenants. The arbitrator dismissed with leave to reapply both the landlord's and the tenants' applications for a monetary award. The landlord reapplied on February 24, 2016 to claim amounts for unpaid rent and utilities due pursuant to the tenancy agreement.

The landlord testified that the tenants failed to pay rent for December, January and February and despite the order of possession granted February 15, 2016 the tenants refused to move out until March 3, 2016. The landlord succeeded in re-renting the unit to new tenants for a tenancy commencing March 6, 2016. The landlord was paid rent for March from the new tenants greater

than the monthly rent payable by the former tenants. At the hearing the landlord claimed the following amounts:

• Unpaid rent, December 2015:	\$2,070.00
• Unpaid rent, January, 2016:	\$2,070.00
• Unpaid rent, February, 2016:	\$2,070.00
• 50% of BC Hydro utilities Dec 17 to Jan 22 2016:	\$327.73
• 50% of BC Hydro utilities Jan 22 to Feb 29 2016:	\$346.20
• Water, 2/3rds pursuant to tenancy agreement:	\$176.85
 Total:	 \$7,060.78

In the previous proceeding the landlord was awarded the \$50.00 filing fee for his application and directed to retain the sum of \$50.00 from the security deposit.

Analysis

I accept the landlord's uncontradicted testimony that the tenants failed to pay rent for the months of December 2015 and January and February, 2016. Although they did not move out until after March 1st, the landlord succeeded in re-rent the unit and suffered no loss of rental income for March. I allow the landlord's claim for a monetary award in the amount of \$7,060.78. The landlord is entitled to recover the \$100.00 filing fee for his application, for a total of \$7,160.78. The landlord holds a security deposit of \$1,100.00 and a pet deposit of \$500.00 for a total of \$1,600.00. The amount of the deposits has been reduced by the \$50.00 filing fee awarded to the landlord in the earlier proceeding. Accordingly, I order the landlord to retain the security deposit and pet deposit of \$1,550.00 in partial satisfaction of the award in this proceeding and I grant the landlord an order under section 67 for the balance of \$5,610.78. This order may be registered in the Small Claims Court and enforced as an order of that court.

Conclusion

The landlord's application has been allowed and he has been granted a monetary order in the amount stated.

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: September 28, 2016

Residential Tenancy Branch

