



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding COMPLETE RESIDENTIAL PROPERTY MANAGEMENT LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNSD, MNR, FF

### Introduction

This hearing convened as a result of the Landlords' Application for Dispute Resolution wherein the Landlords requested a Monetary Order for unpaid rent, authority to retain the security deposit and to recover the filing fee.

Only the Landlord appeared at the hearing. She gave affirmed testimony and was provided the opportunity to present her evidence orally and in written and documentary form, and to make submissions to me.

The Landlord testified she served the Tenant with the Notice of Hearing and their Application on April 14, 2016 by registered mail. The Landlord provided to me a copy of the tracking number which is recorded on the unpublished cover page of this my Decision.

*Residential Tenancy Policy Guideline, "12. Service Provisions"* provides that service cannot be avoided by refusing or failing to retrieve registered mail:

Where a document is served by registered mail, the refusal of the party to either accept or pick up the registered mail, does not override the deemed service provision. Where the registered mail is refused or deliberately not picked up, service continues to be deemed to have occurred on the fifth day after mailing.

Under section 90 of the *Act* documents served this way are deemed served five days later; accordingly, I find the Tenant was duly served as of April 19, 2016.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, not all details of the respective submissions and or arguments are reproduced here; further, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issues to be Decided

1. Are the Landlords entitled to monetary compensation for unpaid rent?
2. Should the Landlord be entitled to retain the Tenant's security deposit?
3. Is the Landlord entitled to recover the filing fee?

### Background and Evidence

The fixed term tenancy began June 15, 2015 and was set to end on May 31, 2016 following which it was to continue on a month to month basis. Monthly rent was payable in the amount of \$850.00. The Tenant paid a security deposit in the amount of \$425.00 and a pet damage deposit in the amount of \$425.00.

The Landlord testified that a move in condition inspection was done no June 18, 2015 and a move out on March 31, 2016.

The Landlord testified that the Tenant broke the lease prior to the one year term and the Landlord was not able to re-rent the unit until April 15, 2016.

In the within hearing the Landlord sought the sum of \$397.00 in compensation representing the days in April which were not rented. The Landlord confirmed that the \$397.00 claimed as a prorated sum.

The Landlord also sought recovery of the \$100.00 filing fee.

The Landlord testified that they returned the sum of \$253.00 to the Tenant on April 14, 2016 such that they continue to hold \$597.00.

### Analysis

Based on the undisputed testimony before me, the evidence filed and on a balance of probabilities, I find as follows.

I find that the Tenant entered into a fixed term tenancy agreement. Pursuant to the agreement the Tenant was liable for rent for the term of the tenancy. I accept the Landlord's evidence that the Tenant vacated the rental prior to the expiration of the term thereby causing the Landlord to suffer a loss of rent. Consequently, I award the

Landlord the \$397.00 claimed. As the Landlords have been substantially successful, I also award them recovery of the \$100.00 filing fee for a total award of **\$497.00**.

I also authorize the Landlords to retain \$497.00 of the balance of the Tenant's security deposit which I accept to be \$597.00 such that the Landlords are to return the balance of \$100.00 to the Tenant.

### Conclusion

The Landlords are to pay to the Tenant the sum of \$100.00 representing the balance of the Tenant's security deposit.

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: November 07, 2016

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Residential Tenancy Branch