



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNR, MNSD, FF

Introduction

This was a hearing with respect to the landlord's application for a monetary award and an order to retain the security deposit. The hearing was conducted by conference call. The landlords and their agent called in and participated in the hearing. The tenant did not attend. He was served with the application for dispute resolution and Notice of Hearing sent by registered mail on March 3, 2016. The tenant did not pick up the registered mail, despite reminders and emails sent to him by the landlord. Failure to pick up registered mail is not a legitimate reason for failure to attend a hearing or failure to respond to a claim. Pursuant to section 90 of the *Residential Tenancy Act* the landlord is deemed to have received the documents on March 8th, the fifth day after they were mailed to him.

Issue(s) to be Decided

Are the landlord's entitled to a monetary award and if so, in what amount?

Are the landlords entitled to retain all or part of the security deposit?

Background and Evidence

The rental unit is a strata title apartment in Vancouver. The tenancy began August 1, 2015 for a one year term with rent in the amount of \$1,650.00. The tenant paid a security deposit of \$825.00 at the start of the tenancy. The named tenant negotiated the rental agreement and the tenancy was created for the tenant and his employees, named as tenants on the tenancy agreement to reside in the rental unit. The tenant paid the security deposit and first month's rent through his company. He was named as

one of the tenants on the tenancy agreement, his signature appeared on the agreement and he verbally guaranteed the rent payments.

The tenants occupying the rental unit failed to pay rent for November, 2015 and on December 4, the landlord's representative and the named tenant inspected the unit and found that it had been abandoned by the occupants. The tenant said that he intended to resolve the matter with the landlord, but later, according to the landlord, he denied that it was his signature on the tenancy agreement, despite his earlier acknowledgement that he was responsible for the rent payments.

The landlord has claimed unpaid rent for November and loss of rental income for December. In the application for dispute resolution the landlord's claimed payment of the sum of \$3,144.75. The landlords did not submit a monetary order worksheet and they did not provide any invoices or calculations to show how they arrived at the claimed amount.

At the hearing the landlords said that the claim included a charge by the real estate manager in the amount of \$519.75 and a \$150 charge for a missing key fob. The landlord said that amount claimed was the amount due after deducting the tenant's security deposit.

Analysis

It is up to the landlord to provide all the necessary evidence to prove entitlement to the amounts claimed by the landlord in the application. The landlords have claimed unpaid rent for November and December. Additionally they have claimed a charge for a key fob and an amount said to be charged by the landlord's property manager. The landlords did not provide invoices to support these claims and they did not direct me to a provision in the tenancy agreement that would entitle the landlord to claim the property manager's charge or a charge for liquidated damages. I note that the photocopy of the tenancy agreement submitted by fax was largely illegible.

I allow the landlords' claim for unpaid rent and loss of rental income for November and December in the total amount of \$3,300.00. The landlords are entitled to recover the \$100.00 filing fee for this application, for a total award of \$3,400.00. In the absence of adequate proof, I deny the claim for a key fob and for fees paid to the property manager. I order that the landlord retain the security deposit of \$825.00 in partial satisfaction of this award and I grant the landlords an order under section 67 for the

balance of \$2,575.00. This order may be registered in the Small Claims Court and enforced as an order of that court.

Conclusion

The landlords' claim has been allowed 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: November 22, 2016

Residential Tenancy Branch