



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, FF
 MNDC

Introduction

This hearing was convened by way of conference call concerning applications made by the landlords and by the tenants that have been joined to be heard together. The landlords have applied for a monetary order for unpaid rent or utilities, for an order permitting the landlords to keep all or part of the pet damage deposit or security deposit, and to recover the filing fee from the tenants for the cost of the application. The tenants have applied for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement.

The landlords both attended the hearing, and one gave affirmed testimony. However, the line remained open while the phone system was monitored for 10 minutes prior to hearing any testimony, and no one for the tenants joined the call. The landlord testified that the tenants were served with the Landlord's Application for Dispute Resolution and notice of this hearing by registered mail on January 10, 2017 and have provided a Canada Post cash register receipt and print-out confirming that testimony. I am satisfied that each of the tenants has been served in accordance with the *Residential Tenancy Act*.

Since the tenants have failed to attend the hearing, I dismiss the tenants' application without leave to reapply.

Issue(s) to be Decided

- Have the landlords established a monetary claim as against the tenants for unpaid rent and utilities?
- Should the landlords be permitted to keep all or part of the security deposit in full or partial satisfaction of the claim?

Background and Evidence

The landlord testified that this fixed term tenancy began on October 1, 2014 and expired on October 31, 2016. The tenancy ultimately ended on January 31, 2017 when the tenants returned the keys to the landlords. Rent in the amount of \$1,900.00 per month was payable on the 1st day of each month. At the outset of the tenancy the landlords collected a security deposit from the tenants in the amount of \$950.00 which is still held in trust by the landlords, and no pet damage deposit was collected. The rental unit is a single family dwelling, and a copy of the tenancy agreement has been provided.

The landlord further testified that the tenants disputed a 2 Month Notice to End Tenancy for Landlord's Use of Property and a hearing was conducted in November, 2016 which ruled that the notice was cancelled and the tenancy continued. However, the tenants did not pay any rent for December, 2016 or January, 2017.

After the tenants returned the keys on January 31, 2017, the landlords received a text message from one of the tenants that contained the tenants' forwarding address and a request for return of the security deposit.

Since filing the application for dispute resolution, the landlords have also received the water bill for October, November and December, 2016 in the amount of \$110.29. The tenancy agreement specifies that the tenants will pay it and anything over \$100.00 per month will be the responsibility of the landlords. The bill is for 3 months, and the landlord sent a text message to the tenants requesting payment, but received a response that when the landlords paid back the security deposit, the tenants would pay the water bill. The landlords were permitted to fax to me a copy of the bill after the hearing concluded.

The landlords claim \$3,800.00 for unpaid rent, \$110.29 for the unpaid water bill, and seek to keep the \$950.00 security deposit in partial satisfaction of the claim.

Analysis

I have reviewed the tenancy agreement, and have now received the water bill, and in the absence of any evidence to the contrary, I accept the testimony of the landlord that the tenants have not paid any rent for December, 2016 or for January, 2017 and have not paid the water bill as per the tenancy agreement. Therefore, I find that the landlords have established the claims of \$3,800.00 for unpaid rent and \$110.29 for the outstanding water bill.

Since the landlords have been successful with the application, the landlords are also entitled to recovery of the \$100.00 filing fee.

I hereby order the landlords to keep the \$950.00 security deposit in partial satisfaction of the claim and I grant a monetary order in favour of the landlords as against the tenants for the difference in the amount of \$3,060.29.

Conclusion

For the reasons set out above, the tenants' application is hereby dismissed without leave to reapply.

I hereby order the landlords to keep the \$950.00 security deposit in partial satisfaction of the claim, and I grant a monetary order in favour of the landlords as against the tenants, pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$3,060.29.

This order is final and binding and may be enforced.

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: February 10, 2017

Residential Tenancy Branch