



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD

Introduction

This is an amended application brought by the Landlord requesting a monetary order for \$2125.00.

The applicant testified that the respondent(s) were both served with notice of the hearing by personal service directly into their hands on December 16, 2016; however the respondent(s) did not join the conference call that was set up for the hearing.

It is my finding that the respondent(s) have been properly served with notice of the hearing and I therefore conducted the hearing in the respondent's absence.

All testimony was taken under affirmation.

Issue(s) to be Decided

The issue is whether or not the applicant has established monetary claim against the respondents, and if so in what amount.

Background and Evidence

The applicant testified that this tenancy began on May 2, 2016 with a monthly rent of \$1400.00, due on the second of each month.

The applicant testified that the respondents paid a security deposit of \$700.00 on May 2, 2016.

The applicant further testified that the tenants failed to pay the December 2016 rent, and vacated sometime around mid-December 2016 without giving any proper Notice to End Tenancy.

The applicant further testified that he lost the full December 2016 rent of \$1400.00, and therefore is requesting a monetary order for that outstanding amount, and he's also requesting a \$25.00 late fee.

The applicant further testified that he is also requesting an order allowing him to keep the full security deposit, because the tenants left the rental unit damaged and he wants to keep the security deposit to cover repair costs.

Therefore the total amount claimed is as follows:

December 2016 rent outstanding	\$1400.00
December 2016 late rent fee	\$25.00
Retain security deposit	\$700.00
Total	\$2125.00

Analysis

The landlord has provided a copy of the tenancy agreement, signed by the respondents, that shows that the monthly rent for this unit was \$1400.00.

That tenancy agreement also shows that the tenants paid a security deposit of \$700.00.

I accept the landlords undisputed sworn testimony that the tenants failed to pay the December 2016 rent, and vacated the rental unit without giving the required one clear month Notice to End Tenancy, and therefore, since the landlord lost the full rental revenue for the month of December 2016, I allow the landlords request for an order for that outstanding rent.

I also allow the landlords request for a \$25.00 late fee. The tenancy agreement specifies a \$50.00 per day late fee; however the Residential Tenancy Act only allows a total late fee of \$25.00 and, since that is the amount that the applicant is claiming, I allow that portion of the claim.

I will not, however, allow the landlords claim for \$700.00 for damages, as the landlord has provided no evidence of those alleged damages nor has the landlord provided any evidence of the cost of repairing the alleged damages. Since the tenants failed to attend

today's hearing I am willing to dismiss a claim for damages with leave to reapply, and therefore if the landlord still wishes to pursue a claim for damages he can file a claim in the future, as long as the claim is filed within two years of the end of the tenancy, as required by section 60 of the Residential Tenancy Act.

Therefore pursuant to sections 62 and 67 of the Residential Tenancy Act, the total claim that I have allowed is as follows:

December 2016 rent outstanding	\$1400.00
December 2016 late rent fee	\$25.00
Total	\$1425.00

Conclusion

I have allowed a total of \$1425.00, and I therefore order pursuant to section 38 of the Residential Tenancy Act, that the landlord may retain the full security deposit of \$700.00 and I have issued a monetary order for the respondents to pay a further \$725.00 to the applicant.

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 13, 2017

Residential Tenancy Branch