



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Realty Executives Eco-World
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order of Possession - Section 55; and
2. A Monetary Order for unpaid rent - Section 67.

I accept the Landlord’s evidence that each Tenant was served with the application for dispute resolution and notice of reconvened hearing by registered mail on June 8, 2017 in accordance with Section 89 of the Act. The Tenants did not participate in the conference call hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions. The Landlord states that the Tenants moved out of the unit and that the locks were changed. As the Landlord has possession of the unit I dismiss the claim for an order of possession.

Issue(s) to be Decided

Is the Landlord entitled to unpaid rent?

Background and Evidence

The tenancy started on October 1, 2016. The tenancy agreement was only signed by Tenant GK. The Landlord named in the application is acting as Agent for the Landlord and provided a copy of the agency agreement. Rent of \$2,200.00 was payable on the first day of each month. At the outset of the tenancy the Landlord collected \$1,100.00 as a security deposit. The Tenant failed to pay rent for April and May 2017 and on May 8, 2017 the Landlord served the Tenant with a 10 day notice to end tenancy for unpaid rent (the “Notice”) by registered mail on May 8, 2017. The Tenants did not dispute the Notice and did not pay the arrears of \$4,400.00 indicated on the Notice. On June 17,

2017 the Tenants sent the owner a text message informing the owner that they were moving out of the unit and on June 22, 2017 the owner found that the Tenant had moved out of the unit. No keys were returned and the owner changed the locks to the unit a few days later. The Landlord has possession of the unit. The Tenant did not pay rent for June 2017. The Landlord claims unpaid rent.

Analysis

Section 26 of the Act provides that a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement. Section 7 of the Act provides that where a tenant does not comply with the tenancy agreement, the tenant must compensate the landlord for damage or loss that results. Based on the undisputed evidence of the terms of rent payable and of unpaid rent, I find that the Landlord is entitled to unpaid rent of **\$6,600.00** for the months April, May and June 2017. Deducting the security deposit plus zero interest of **\$1,100.00** leaves **\$5,500.00** owed by the Tenants to the Landlord. As only Tenant GK signed the tenancy agreement I make the monetary order payable by this Tenant.

Conclusion

I order that the Landlord retain the **deposit** and interest of \$1,100.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the balance due of **\$5,500.00**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

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: July 20, 2017

Residential Tenancy Branch