



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND OPR MNSD FF O

### Introduction

This hearing dealt with the Landlords' Application for Dispute Resolution, dated June 9, 2017 (the "Application"). The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for unpaid rent or utilities;
- an order of possession for unpaid rent or utilities;
- an order allowing the Landlord to keep all or part of the pet damage deposit or security deposit;
- an order granting recovery of the filing fee; and
- other unspecified relief.

The Landlords were represented at the hearing by J.N., who provided affirmed testimony. The tenant did not attend the hearing.

The Landlord testified the Application package was served on the Tenant by registered mail on June 16, 2017. Pursuant to section 89 and 90 of the *Act*, documents served by registered mail are deemed to be received five days later. I find the Tenant is deemed to have received the Application package on June 21, 2017.

On behalf of the Landlords, J.N. was provided with the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Preliminary and Procedural Matters

During the hearing, J.N. advised the Tenant vacated the rental unit on or about June 22, 2017, and that an order of possession is no longer required. Accordingly, this aspect of the Landlords' claim has not been considered further in this Decision.

In addition, the Landlords submitted documentary evidence, received at the Residential Tenancy Branch on July 31, 2017. Included with the documentary evidence was a Monetary Order Worksheet, dated July 27, 2017. The documents purported to amend the Landlords' claim to include a request for a monetary order for cleaning, repair, and other costs. However, no amendment was filed. Accordingly, only those items included on the initial Application have been considered in this Decision. The Landlord is granted leave to reapply for other losses arising at the end of the tenancy at a later date.

### Issues to be Decided

1. Are the Landlords entitled to a monetary order for unpaid rent or utilities?
2. Are the Landlords entitled to an order allowing them to keep all or part of the pet damage deposit or security deposit?
3. Are the Landlords entitled to an order granting recovery of the filing fee?

### Background and Evidence

The Landlords submitted a copy of the tenancy agreement between the parties into evidence. It confirmed a fixed-term tenancy in effect for the period from December 1, 2016, to August 31, 2017. Rent in the amount of \$1,375.00 per month was due on the first day of each month. The Tenant paid a security deposit of \$678.50 and a pet damage deposit of \$678.50, which the Landlords hold.

On behalf of the Landlords, J.N. testified the Tenant did not pay rent when due on June 1, 2017. Accordingly, the Landlords issued a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated June 2, 2017 (the "10 Day Notice"). The 10 Day Notice was served on the Tenant by posting a copy to the door of the Tenant's rental unit on June 2, 2017.

The Tenant vacated the rental unit on or about June 22, 2017. However, the Landlords were unable to re-rent the unit until July 8, 2017. Accordingly, the Landlords claimed

lost rent for July 1-7, 2017. Calculated on a pro-rated basis, the amount of rent outstanding for July is \$310.48. In total, rent in the amount of \$1,685.48 is outstanding.

The Landlords also asked to recover the \$100.00 filing fee paid to make the Application, and requested that they be permitted to apply the security deposit and pet damage deposit held in partial satisfaction of the claim.

The Tenant did not attend the hearing to dispute the Landlords' evidence.

### Analysis

Based on the unchallenged and affirmed oral testimony and documentary evidence, and on a balance of probabilities, I find:

Section 26 of the *Act* confirms that a tenant must pay rent when due under a tenancy agreement. In this case, the evidence confirmed that rent in the amount of \$1,375.00 per month was due on the first day of each month. However, J.N. provided testimony confirming rent in the amount of \$1,685.48 is outstanding. Accordingly, I find the Landlords are entitled to a monetary order in the amount of \$428.48, which has been calculated as follows:

<b>Claim</b>	<b>Amount</b>
Unpaid rent (June 2017)	\$1,375.00
Lost rent (July 1-7, 2017)	\$310.48
Filing fee:	\$100.00
LESS security deposit:	(\$678.50)
LESS pet damage deposit:	(\$678.50)
<b>TOTAL:</b>	<b>\$428.48</b>

Conclusion

The Landlords are granted a monetary order in the amount of \$428.48. This order may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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: August 22, 2017

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Residential Tenancy Branch