



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding COPPER RIDGE COURT
and [tenant name superseded to protect privacy]

DECISION

Dispute Codes MNSD FF

Introduction

This hearing dealt with the Landlords' Application for Dispute Resolution, received at the Residential Tenancy Branch on April 19, 2017 (the "Application"). The Landlords applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- an order allowing the Landlord to keep all or part of the pet damage deposit or security deposit; and
- an order granting recovery of the filing fee.

The Landlords were represented at the hearing by V.L. The Tenants were represented at the hearing by M.V. Both in attendance provided a solemn affirmation.

On behalf of the Landlords, V.L. testified the Application package was served on the Tenant by registered mail. M.V. acknowledged receipt on April 26, 2017. I find the Tenants are deemed to have received the Application package on that date. The Tenants did not submit any documentary evidence in response to the Landlords' Application.

The parties in attendance were 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

Although not specifically applied for, the Application submitted by the Landlords is clear that they intended to apply for a monetary order for unpaid rent or utilities, and to apply the security deposit to any award I make. Accordingly, pursuant to section 64(3) of the *Act*, I amend the Landlords' Application to include a claim for a monetary order for unpaid rent or utilities (MNR).

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 Landlord submitted a copy of the tenancy agreement between the parties into evidence. It confirmed the tenancy began on November 1, 2016. The tenancy ended when the Tenants vacated the rental unit on April 15, 2017. Rent in the amount of \$850.00 per month was due on the first day of each month. The Tenants paid a security deposit in the amount of \$425.00, which the Landlords hold.

On behalf of the Landlords, V.L. testified the Tenants did not pay rent when due on April 1, 2017. Accordingly, V.L. issued a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated April 3, 2017 (the "10 Day Notice"). A copy of the 10 Day Notice was submitted with the Landlords' documentary evidence. On behalf of the Tenants, M.V. acknowledged receipt of the 10 Day Notice. Although the Tenants vacated the rental unit on April 15, 2017, they did not pay the outstanding rent. According to V.L., the Landlords were able to re-rent the suite effective May 1, 2017, but rent in the amount of \$850.00 remains outstanding. V.L. also confirmed the Landlords' request to recover the filing fee, and to apply the security deposit held to any monetary award I make.

In reply, M.V. confirmed the Tenants did not pay rent when due on April 1, 2017. However, he testified the Tenants moved out in accordance with the 10 Day Notice, suggesting this impacted the Tenants' obligation to pay rent when due. Further, M.V. testified that the Landlord has not returned the security deposit, although the Tenants' forwarding address was provided in a hand-written letter, dated April 15, 2017. A copy of the letter was provided with the Landlords' documentary evidence.

Analysis

Based on the 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 V.L. testified, and M.V. confirmed, that rent in the amount of \$850.00 was not paid when due on April 1, 2017. Accordingly, I find the Landlords are entitled to a monetary award in the amount of \$850.00 for unpaid rent. Further, I

find the Landlords are entitled to recover the \$100.00 filing fee paid to make the Application, and to apply the security deposit to the monetary award.

Pursuant to section 67 of the *Act*, I grant the Landlord a monetary order in the amount of \$525.00, which has been calculated as follows:

Claim	Amount
Unpaid rent:	\$850.00
Filing fee:	\$100.00
<i>LESS</i> security deposit:	(\$425.00)
TOTAL:	\$525.00

Conclusion

The Landlords are granted a monetary order in the amount of \$525.00. 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: September 18, 2017

Residential Tenancy Branch