



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR; MNR; FF

Introduction

This is the Landlords' Application for Dispute Resolution made June 29, 2017, seeking an Order of Possession and Monetary Order for unpaid rent; to apply the security deposit towards their monetary award; and to recover the cost of the filing fee from the Tenant.

The Landlords amended their Application on September 5, 2017, to include a request for unpaid utilities and an additional one month's loss of revenue.

This Hearing was scheduled to take place by teleconference on September 19, 2017, at 9:00 a.m. The Landlords attended the Hearing but the Tenant did not. The teleconference remained open for 15 minutes.

The Landlords gave affirmed testimony at the Hearing. The Landlord TJ testified that she served the Tenant with the Notice of Hearing documents, including the Application made June 29, 2017, by hand delivering the documents to the Tenant at the rental unit on July 4, 2017, at approximately 5:00 p.m. She stated that she was unable to serve the Tenant with the Landlords' amended Application because the Tenant moved out of the rental unit on or about August 1, 2017, without leaving a forwarding address.

Based on TJ's affirmed testimony, I find that the Tenant was duly served with the Notice of Hearing and the Landlords' Application made June 29, 2017. The Hearing proceeded in the Tenant's absence.

Rule 4.2 of the Rules of Procedure provides:

4.2 Amending an application at the hearing

In circumstances that can reasonably be anticipated, such as when the amount of rent owing has increased since the time the Application for Dispute Resolution was made, the application may be amended at the hearing.

If an amendment to an application is sought at a hearing, an Amendment to an Application for Dispute Resolution need not be submitted or served.

Regarding the Landlords' request to amend their Application by adding an additional month's loss of revenue, pursuant to the provisions of Rule 4.2 of the Rules of Procedures, I find that this amendment could reasonably have been predicted by the Tenant, and therefore I amend the Landlords' Application to include a request for loss of revenue for the month of August, 2017.

With respect to the Landlords' request for payment of outstanding utilities, I find that the Tenant was not duly served with the an Amendment to an Application for Dispute Resolution and **dismiss the Landlords' request for a monetary award for unpaid utilities, with leave to reapply.**

At the outset of the Hearing, it was determined that the Tenant moved out of the rental unit on or about August 1, 2017, and therefore the Landlords no longer requires an Order of Possession. This portion of their Application is dismissed.

Issue(s) to be Decided

Are the Landlords entitled to a monetary award for unpaid rent and loss of revenue?
May the Landlords apply the security deposit towards their monetary award?

Background and Evidence

This tenancy began on February 1, 2017. The tenancy agreement is for a 6 month term, ending on July 31, 2017. Monthly rent was \$2,900.00, due on the first day of each month. Rent did not include utilities. The Tenant paid a security deposit in the amount of \$1,450.00 on January 25, 2017.

The Landlords testified that the Tenant paid only partial rent for the month of May, 2017, in the amount of \$1,500.00. The Tenant did not pay any rent for the months of June, July or August, 2017.

On May 21, 2017, the Landlords served the Tenant with a 10 Day Notice to End Tenancy, by hand delivering the document to the Tenant. The Tenant disputed the

Notice, and a Hearing was set for July 18, 2017, by conference call. The Tenant did not attend the Hearing and an Order of Possession was provided to the Landlord ZJ, effective two days after service of the Order upon the Tenant.

The Tenant sent a text message to the Landlords on August 1, 2017, advising that the "home is now vacant". The Landlords were out of town, so a friend went to the rental unit and confirmed that the Tenant's vehicle was gone and that the Tenant was not there. On August 4, 2017, upon the Landlords' return, the Landlord ZJ went to the rental unit and confirmed that the Tenant was gone, but had left garbage and abandoned items at the rental unit. In addition, the rental unit had not been cleaned.

The Landlords cleaned the rental unit and disposed of the Tenant's abandoned items, which were worth less than \$500.00. They were able to re-rent the rental unit effective September 1, 2017.

The Landlords seek a monetary award, calculated as follows:

Balance of rent for May, 2017	\$1,400.00
Loss of revenue for June, July and August, 2017	<u>\$8,700.00</u>
TOTAL CLAIM	\$10,100.00

Analysis

I accept the Landlords' undisputed, affirmed testimony in its entirety.

Pursuant to the provisions of Section 67 of the Act, I find that the Landlords are entitled to a monetary award, as claimed.

Pursuant to the provisions of Section 72 of the Act, the Landlords may apply the security deposit towards satisfaction of their monetary award.

The Landlords' Application had merit and I find that they are entitled to recover the cost of the \$100.00 filing fee from the Tenant.

The Landlords are hereby provided with a Monetary Order, calculated as follows:

Monetary award	\$10,100.00
Recovery of the filing fee	\$100.00
Less set off of the security deposit	<u><\$1,450.00></u>

TOTAL

\$8,750.00

Conclusion

The Landlords may re-apply for unpaid utilities.

The Landlords' copy of this Decision is accompanied by a Monetary Order in the amount of **\$8,750.00**, for service upon the Tenant. This Order may be filed in the Provincial Court of British Columbia (Small Claims) 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: September 20, 2017

Residential Tenancy Branch