



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, MNDC, FF

### Introduction

This hearing dealt with a landlord's application for a Monetary Order for unpaid and/or loss of rent. The tenants did not appear at the hearing. The landlords provided a receipt, including tracking numbers, to demonstrate the hearing documents were sent to the tenants via registered mail on September 13, 2017. The registered mail packages were returned to sender as they were unclaimed. The landlords testified that they sent the registered mail to the tenants at their forwarding address. The landlords testified that after the tenants gave notice that they would be ending the tenancy the landlords asked for their forwarding address. In response, the tenants orally provided and showed the landlords documents from ICBC that showed the mailing address of the tenant's father's house. The tenants indicated to the landlords that address was where they receive their mail. In the absence of anything to the contrary and based upon the landlords' testimony, I accepted that the landlords used the tenants' forwarding address in sending the hearing documents to the tenants as required under section 89(1) of the Act.

Section 90 of the Act deems a person to have received documents five days after mailing, even if the recipient refuses to accept or pick up their mail. Accordingly, I found the tenants deemed to be in receipt of the hearing documents and I continued to hear from the landlords without the tenants present.

### Issue(s) to be Decided

Have the landlords established an entitlement to recover unpaid and/or loss of rent from the tenants, as claimed?

### Background and Evidence

The tenancy started on July 1, 2016. The tenants did not pay a security deposit. The tenants were required to pay rent of \$750.00 on the first day. Rent included utilities. The tenants began to fall behind in their rent payments in January 2017. In June 2017 the tenants were in arrears in the amount of \$1,550.00. The tenants did not pay any rent for July 2017 and on July 3, 2017 the tenants notified the landlords that they would be moving out on August 1, 2017.

The tenants moved out on August 1, 2017 but did not return the keys to the landlords and did not remove all of their possessions from the rental unit or the property. On or about August 13, 2017 the tenants returned to the property to remove some more of their belongings but left behind garbage and abandoned property, including a derelict vehicle.

The landlords' seek recovery of \$2,950.00 which is calculated as being rental arrears of \$1,550.00 as of June 2017; plus \$700.00 for July 2017; plus, \$700.00 for August 2017. The landlords explained that they did not seek the full \$750.00 for July 2017 in error and they discounted the rent for August 2017 since the tenants did not consume utilities in August 2017.

As evidence for this proceeding, the landlord's provided copies of the tenancy agreement; receipts for rent payments; emails exchanged between the parties; and, photographs of the rental unit before and after the tenancy.

### Analysis

Section 26 of the Act requires that a tenant pay rent when due under the terms of their tenancy agreement. Upon consideration of the unopposed evidence before me, I accept that the tenants were required to pay rent of \$750.00 on the first day of every month and they failed to do so. I also accept that as of June 2017 the tenants were in rental arrears in the sum of \$1,550.00 and the tenants did not pay rent for July 2017. Therefore, I find the landlords entitled to recover the \$2,250.00 in unpaid rent they requested.

As for loss of rent for August 2017 I further find the landlords entitled to compensation of \$700.00 as they claimed. The tenants failed to give the landlords at least one full month of written notice as required under section 45 of the Act. Further, the tenants did not return the keys or leave the rental unit vacant and reasonably clean at the end of the

tenancy as required under section 37 of the Act. Therefore, I find the tenants violated the Act and their violation caused the landlords to suffer loss of rent for the month of August 2017.

Since the landlords were successful in their claims against the tenants, I award the landlords recovery of the \$100.00 filing fee they paid for this application.

In light of all of the above, the landlords are provided a Monetary Order in the total sum of \$3,150.00 [calculated as \$2,250.00 + \$700.00 + 100.00] to serve and enforce upon the tenants.

### Conclusion

The landlords are provided a Monetary Order in the sum of \$3,150.00 to serve and enforce upon the tenants.

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: March 29, 2018

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Residential Tenancy Branch