



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL-S, FFL

Introduction

The Landlords submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) requesting a Monetary Order for Rent, to apply the security deposit towards their claim and to recover the cost of the Filing Fee. The matter was set for a participatory hearing via conference call.

The Landlord attended the conference call hearing; however, the Tenant did not. The Landlord testified that she personally served the Tenant with the Notice of Hearing by registered mail and provided the tracking number that showed the item was picked up at the Post Office by the Tenant on October 16, 2017. I find that the Tenant has been duly served with the Notice of Hearing in accordance with the Act.

The Landlord was provided the opportunity to present her affirmed evidence orally and in written and documentary form, and to make submissions at the hearing. The hearing lasted for 49 minutes and at no time did the Tenant join the conference call.

I have reviewed all the 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.

Issues to be Decided

Should the Landlords be compensated for unpaid rent?

Should the Landlords keep the security deposit?

Should the Landlords be reimbursed for the Filing Fee?

Background and Evidence

The Landlord provided affirmed and undisputed testimony as follows:

The tenancy between the Landlords and the Tenant began on January 1, 2017 for a fixed term of one year. The Tenant provided a \$700.00 security deposit and the rent of \$1,400.00 was due on the first of each month.

A few months into the tenancy, the Tenant complained of some issues with the other occupants in the apartment building. By the end of June, the Tenant told the Landlords that he would like to move and asked for a reference letter from the Landlords. The Landlords weren't too concerned about the fixed tenancy agreement and accepted an email from the Tenant on June 29, 2018 that gave notice to vacate the rental unit on or before July 31, 2017.

When the Landlords learned that the Tenant was intending to end the tenancy and move out of the rental unit by the end of July 2017, they immediately contacted a realtor and listed their rental unit for sale.

On July 1, 2017, the Landlords did not receive rent from the Tenant. The Landlords communicated with the Tenant on July 4, 2017 and asked if he was able to get the rent sorted out. On July 6, 2017, the Tenant sent an email to the Landlords indicating that he would not be paying for a place he couldn't stay in; referencing the negative relationship he had with his neighbours. The Tenant wrote that he would be staying with his son and would let the Landlords know the date he would be able to move out of the rental unit.

The Landlords received a successful offer to buy the rental unit and on July 31, 2018, the realtor attended the unit and confirmed the Tenant had moved out.

The Tenant did not pay the rent of \$1,400.00 for the month of July 2018.

The Landlords received the Tenant's forwarding address and request for the return of the security deposit, via registered mail, on September 19, 2018. The Landlords applied for Dispute Resolution to recover unpaid rent and apply the security deposit towards their claim on October 3, 2017.

Analysis

The Tenant and the Landlords entered into a Tenancy Agreement for a fixed length of time where the Tenant agreed to pay the Landlords \$1,400.00 a month, due on the first day of each month. The Tenant and the Landlord signed the Tenancy Agreement on December 22, 2016. I find that the Tenant and the Landlord had a valid Tenancy Agreement between them.

Section 26 of the Act explains that the 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, unless the Tenant has a right under this Act to deduct all or a portion of the rent. As I do not have any evidence before me that the Tenant had a right under this Act to deduct any of their rent, I find that the Tenant is in breach of Section 26 of the Act.

I accept the undisputed evidence of the Landlord that the Tenant gave one month's notice to end the tenancy and failed to pay the rent for July 2018. The Landlords are claiming the loss of one month's rent, for a total of \$1,400.00. I find the Landlords should be compensated for the unpaid rent and can apply the Tenant's security deposit of \$700.00 towards the unpaid rent.

I find that the Landlords' Application has merit and the Landlords should be reimbursed for the Filing Fee.

Items	Amount Claimed
July 2018 Rent	\$1,400.00
Filing Fee	+100.00
Security Deposit (to be applied to unpaid rent)	-700.00
Total:	\$ 800.00

Conclusion

The Landlords have established a monetary claim, in the amount of \$1,500.00, which includes \$1,400.00 in unpaid rent and \$100.00 in compensation for the fee paid to file this Application for Dispute Resolution. Pursuant to section 72(2) of the *Act*, I authorize

the Landlords to keep the Tenant's security deposit of \$700.00, in partial satisfaction of the monetary claim.

Based on these determinations I grant the Landlords a Monetary Order for the balance of \$800.00. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia 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: May 07, 2018

Residential Tenancy Branch