



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

MNR; FF

Introduction

This is the Landlords' Application for Dispute Resolution made October 10, 2017, seeking a monetary award for unpaid rent and to recover the cost of the filing fee from the Tenant.

This matter was scheduled to be heard on May 10, 2018, at 1:00 p.m., by teleconference. The Landlords' agent BB attended the Hearing and gave affirmed testimony. He testified that the Tenant was served with the Notice of Hearing documents by handing the documents to the Tenant at his place of work on October 19, 2017, with a witness present. The Landlord provided a copy of a text message from the Tenant to the Landlord acknowledging receipt of "the paperwork". I find that the Tenant was duly served with the Notice of Hearing documents.

I confirmed that the correct date, time, call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the Landlord's agent and I were the only ones who had called into this teleconference. The Hearing continued in the Tenant's absence and ended after 30 minutes.

One of the Landlord's names was incorrect on the Application (the first name and last name for the Landlord LB were transposed). I amended the Application to reflect the correct order of the Landlord LB's name.

The Landlords provided evidence in support of a claim for damages; however, the Landlords did not amend their Application to include such a claim. I confirmed with the Landlords' agent that the only matter before me is a claim for unpaid rent and recovery

of the filing fee. The Landlords may make another claim for damages, should they so desire.

Issue(s) to be Decided

Are the Landlords entitled to a monetary award for unpaid rent for the month of October, 2018?

Background and Evidence

This tenancy began on March 1, 2017. It was a two year fixed term tenancy, ending February 28, 2019. Monthly rent was \$1,300.00, due on the 1st day of each month. The Landlord is holding a security deposit in the amount of \$700.00. There were two Tenants named in the tenancy agreement; however, the Landlords are applying against only one of the Tenants.

The Landlords' agent BB testified that the tenancy ended on October 10, 2017, when the police kicked in the door of the rental unit following a domestic fight. No statement was provided under Section 45.1(2)(a) of the Act. In any event, the Landlords are seeking a monetary award for unpaid rent for October, 2018, only. BB asked to apply the security deposit against the monetary award.

Analysis

Based on the Landlords' agent's undisputed affirmed testimony, I find that the Tenants ended the tenancy without due notice to the Landlords and that the Landlords are entitled to unpaid rent for the month of October, 2017, in the amount of \$1,300.00.

Co-tenants are jointly and severally responsible for damages during a tenancy. The Landlords may apply against one or both of the Tenants.

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

The Landlords have been successful in their Application and I find that they are entitled to recover the cost of the \$100.00 filing fee from the Tenant.

The Landlords have established a Monetary Order, calculated as follows:

Unpaid rent for October, 2017	\$1,300.00
Recovery of the filing fee	\$100.00
Less set off of security deposit	<u><\$700.00></u>
TOTAL	\$700.00

Conclusion

The Landlords are hereby provided with a Monetary Order in the amount of **\$700.00** for service upon the Tenant JB. This Order may be enforced in the Provincial Court of British Columbia (Small Claims Division).

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: June 06, 2018

Residential Tenancy Branch