



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MND, MNSD, FF

Introduction

On November 15, 2017, the Landlords submitted an Application for Dispute Resolution seeking a monetary order for order for unpaid rent and damage and to retain the security deposit in partial satisfaction of the claims. The matter was set for a conference call hearing.

The Landlord attended the hearing; however, the Tenants did not. The Landlord testified that the Notice of Dispute Resolution Proceeding was sent to each of the Tenants on November 24, 2017, using registered mail that was sent to the address that the Tenants provided at the end of the tenancy.

I find that the Tenants were each served with the Notice of Dispute Resolution Proceeding in accordance with sections 89 and 90 of the Act. The Tenants are deemed to have been served with the Notice of Dispute Resolution Proceeding five days after the Notices were sent using registered mail.

At the start of the hearing I introduced myself and the hearing process was explained. The Landlord was provided with the opportunity to present affirmed oral testimony and to make submissions during the hearing.

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

The Landlords failed to provide a monetary order worksheet which itemizes the claims for damage and provides the amount of each claim. The Landlord submitted that he thought he

had provided the document; however, it is not on file. The Landlord also failed to provide receipts in support of the damage claims and the claim for utilities.

The Landlords failed to provide the full particulars of these claims and therefore the monetary claims for damage and utilities are dismissed with leave to reapply.

Issues to be Decided

- Is the Landlord entitled to compensation due to unpaid rent?
- Is the Landlord entitled to keep the security deposit in partial satisfaction of the claims?

Background and Evidence

The Landlord testified that the tenancy began in June 15, 2017, on a month to month basis. Rent in the amount of \$2,200.00 was due to be paid by the first day of each month. The Tenants paid the Landlord a security deposit of \$1,100.00.

The Landlord is seeking compensation in the amount of \$2,200.00 for unpaid November 2017, rent. The Landlords testified that they served the Tenants with a 1 Month Notice To End Tenancy For Cause on October 16, 2017. The 1 Month Notice had an effective date of November 30, 2017.

The Landlord testified that the Tenants moved out of the rental unit before the effective date of the Notice and they failed to pay the rent owing under the tenancy agreement for the month of November 2017. The Landlord suffered a loss of rent in the amount of \$2,200.00.

The Landlord is seeking to keep the security deposit of \$1,100.00 in partial satisfaction of their claim.

Analysis

After considering the testimony of the Landlords, and on balance of probabilities, I make the following findings:

The Tenants were served with the Notice of Hearing and failed to attend the hearing to respond to the Landlords' claims. The Landlords' claims are unopposed.

The Tenants moved out of the rental unit prior to the effective date of the notice to end tenancy and they failed to pay the November 2017, rent to the Landlord. The Landlord suffered a loss of rent and is entitled to be put in the same position as if the tenancy ended in accordance with the Act.

I find that the Tenants owe the Landlord the amount of \$2,200.00 for unpaid November 2017, rent.

I authorize the Landlords to keep the security deposit of \$1100.00 in partial satisfaction of the award for unpaid rent.

Section 72 of the *Act* gives me authority to order the repayment of a fee for an application for dispute resolution. As the Landlords were successful with their application, I order the Tenants to repay the \$100.00 fee that the Landlords paid to make application for dispute resolution.

After setting off the deposit towards the award for unpaid rent and the filing fee, I find that the Tenants owe the Landlord the balance of \$1,200.00.

I grant the Landlord a monetary order in the amount of \$1,200.00. The order must be served on the Tenants and may be enforced in the Provincial Court.

Conclusion

The Landlord established a claim for unpaid rent and the cost of the filing fee for the application.

The Landlord is authorized to keep the security deposit of \$1,100.00. I grant the Landlord a monetary order in the amount of \$1,200.00. The order must be served on the Tenants and may be enforced in the Provincial 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: June 28, 2018

Residential Tenancy Branch