



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FFL MNRL-S

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- a Monetary Order for unpaid rent and for compensation for damage or loss under the *Act* pursuant to section 67 of the *Act*;
- authorization to retain the tenants' security deposit in partial satisfaction of this claim pursuant to sections 38 and 67 of the *Act*; and
- recovery of the filing fee for this application from the tenant pursuant to section 72 of the *Act*.

The tenants did not attend this hearing, although I left the teleconference hearing connection open until 2:09 p.m. in order to enable the tenants to call into this teleconference hearing scheduled for 1:30 p.m. Landlords M.H. and Y.Z.B. (herein referred to as "the landlords") attended the hearing and were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Dispute Resolution Proceeding. I also confirmed from the teleconference system that the landlords and I were the only ones who had called into this teleconference.

As only the landlords attended the hearing, I asked the landlords to confirm that they had served the tenants individually with the Notice of Dispute Resolution Proceeding and their evidence for this hearing.

The landlords testified that on December 17, 2018 they served each of the tenants individually with the notice of this hearing and their evidence by Canada Post registered mail to the tenants' forwarding addresses. The landlords testified that the tenants provided their forwarding addresses to the landlords on December 4, 2018. I note that these forwarding addresses are provided on the move-out condition inspection report submitted into evidence by the landlords.

During the hearing, the landlords testified that the packages had been delivered to the tenants, and provided the registered mail tracking numbers for each package sent to each tenant. I have noted these tracking numbers on the cover sheet of this Decision.

As such, I find that the tenants were served with the notice of this hearing and the landlords' evidence in accordance with sections 88 and 89 of the *Act*.

Issue(s) to be Decided

Is the landlord entitled to a monetary award for unpaid rent?

Is the landlord entitled to keep all or part of the security deposit in full or partial satisfaction of their claim?

Is the landlord entitled to recover the filing fee for this application from the tenant?

Background and Evidence

While I have turned my mind to all the documentary evidence and the testimony presented, not all details of the submissions and arguments are reproduced here. Only the aspects of this matter relevant to my findings and the decision are set out below.

A written tenancy agreement was submitted into evidence. The landlords confirmed the following details pertaining to this tenancy:

- This fixed-term tenancy began May 1, 2018.
- Monthly rent of \$1,850.00 was payable on the first of the month.
- At the beginning of the tenancy, the tenants paid a security deposit of \$925.00. The landlords testified that on January 7, 2019, they returned \$500.00 of the security deposit to the tenants. The landlords testified that tenants agreed in writing that the landlords could retain \$425.00 of the security deposit as compensation for damages and unpaid utilities costs. The landlords submitted a

copy of the move-out condition inspection report which contains one of the tenants' signatures agreeing to this deduction from the security deposit.

The landlords testified that the tenants moved out of the rental unit at the end of November 2018 but only paid \$700.00 towards the rent owed for November 2018 of \$1,850.00.

Therefore, the landlords are seeking to recover the remaining amount of rent owed by the tenants for November 2018, which is \$1,150.00.

Analysis

Section 26 of the *Act* requires that a tenant must pay rent when it is due unless the tenant has a right under the *Act* to deduct all or a portion of rent.

Based on the unchallenged testimony and evidence of the landlord regarding the terms of the tenancy agreement, and on a balance of probabilities, I find that the tenants were obligated to pay monthly rent in the amount of \$1,850.00, as established in their agreed upon tenancy agreement. Further to this, I find that there is no evidence before me to conclude that the tenants had any other right to withhold rent the remaining rent owed for November 2018, and therefore the tenants remained obligated to pay rent for this month.

In light of the above, I find that the landlords are entitled to a monetary award in the amount of \$1,150.00 for unpaid rent owed for the month of November 2018.

As the landlords were successful in this application, I find that the landlords are entitled to recover the \$100.00 filing fee from the tenants. A summary of the monetary award is provided as follows:

Item	Amount
Amount of unpaid rent for November 2018 owing to the landlords as a monetary award	\$1,150.00
Recovery of filing fee for this Application	+ 100.00
Total Monetary Order in Favour of Landlords	\$1,250.00

Conclusion

I issue a Monetary Order in the landlords' favour against the tenants in the amount of \$1,250.00 in satisfaction of the remaining amount owing in unpaid rent, and to recover the landlords' filing fee for this application.

The landlords are provided with this Order in the above terms and the tenants must be served with this Order as soon as possible. Should the tenants fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial 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: April 16, 2019

Residential Tenancy Branch