



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      LANDLORD: OPR, MNR, MNDC, MND, MNSD, FF  
TENANT: CNR, LRE, MNSD, RP, FF

### Preliminary matters

1. The Landlords' application was originally made as a Direct Request application which is an Ex Parte application without a participatory hearing. When the Tenants disputed the Landlords' Notice to End Tenancy the Direct Request application was moved to a participatory hearing.
2. The Landlords' made an amendment to their application on July 8, 2019 to include damages to the rental unit, loss or damage under the Act and to retain the Tenants security and pet deposits. The amendment was accepted at the hearing.
3. At the start of the conference call the Landlords said the Tenants moved out without notice on June 30, 2019; therefore the Landlords are withdrawing their application for an Order of Possession as they have possession of the rental unit.
4. As the Tenants did not attend the hearing and pursuant to the Rules of Procedure section 10.1; I find the Tenants have abandoned their application and therefore I dismiss the Tenants' application without leave to reapply.

### Introduction

This matter dealt with an application by the Landlords for a Monetary Order for unpaid rent, for compensation for loss or damage under the Act, regulations or tenancy agreement, for damage to the unit, site or property, to retain the Tenants' security and pet deposits and to recover the filing fee for this proceeding.

The Landlord said he served the Tenants with the Application and Notice of Hearing (the "hearing package") by registered mail on June 8, 2019. Based on the evidence of the Landlords, I find that the Tenants were served with the Landlord's hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenants' absence.

### Issues(s) to be Decided

1. Are there rent arrears and if so, how much?
2. Is the Landlord entitled to compensation for unpaid rent and if so how much?
3. Is there a loss or damage and if so how much?
4. Is the Landlord entitled to compensation for the loss or damage and if so how much?
5. Is the Landlord entitled to keep the Tenants' security and pet deposits?

### Background and Evidence

This tenancy started on November 30, 2018 as a month to month tenancy. Rent was \$2,968.00 per month payable in advance of the 1<sup>st</sup> day of each month. The Tenants paid a security deposit of \$1,300.00 and a pet deposit of \$1,300.00 on November 20, 2018. The Landlord said the Tenants moved out of the rental unit on June 30, 2019 pursuant to a Notice to End Tenancy dated June 2, 2019. The Landlord said the Tenants left without notice to the Landlord. The Landlord said a move in condition inspection was completed and signed on November 20, 2018 and a move out inspection was not completed as the Tenants left the unit and did not communicate with the Landlord.

The Landlord said that the Tenants did not pay \$2,968.00 of rent for June 2019. The Landlord said they issued a 10 Day Notice to End Tenancy dated June 2, 2019, which is in the Landlord's hearing package. The Landlord continued to say that he is also claiming for house cleaning in the amount of \$1,575.00, carpet cleaning in the amount of \$210.00, garbage dump fees of \$12.00 and postal and stationary costs of \$117.91. The Landlords said their total claims are for \$2,968.00 in unpaid rent and \$2,014.91 in damages and \$100.00 to recover the filing fee.

The Landlords continued to say they understand they can make an additional application for lost rental revenues and any other damages up to two years after the end of the tenancy.

### Analysis

Section 26 says a 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.

The Tenants did not give the Landlords proper notice to end the tenancy and the Tenants do not have the right under the Act to withhold part or all of the rent; therefore I find the Tenants are responsible for the rent of \$2,968.00 for June 2019. Consequently, I award the Landlord \$2,968.00 for unpaid rent.

For a monetary claim for damage or loss to be successful an applicant must prove a loss actually exists, prove the loss happened solely because of the actions of the respondent in violation to the Act, the applicant must verify the loss with receipts and the applicant must show how they mitigated or minimized the loss.

The Landlord has provided paid receipts for his claim of cleaning in the amount of \$1,575.00, carpet cleaning in the amount of \$210.00 and the garbage fees in the amount of \$12.00. I accept the Landlords' testimony and evidence that these are actual losses and the Landlord has paid for the damages. I award the Landlords \$1,797.00 in damages for cleaning and garbage fees.

The Landlords' claims for postage and stationary for the hearing and are not direct costs of the tenancy, but of the hearing; therefore these costs are not eligible to claim under the Act. I dismiss the postage and stationary costs of \$117.91.

As the Landlords have been successful in this matter, they are also entitled to recover from the Tenants the \$100.00 filing fee for this proceeding. I order the Landlords pursuant to s. 38(4) and s. 72 of the Act to keep the Tenants' security deposit and pet deposit in partial payment of the rent arrears. The Landlord will receive a monetary order for the balance owing as following:

	Rent arrears:	\$ 2,968.00
	Cleaning	\$ 1,575.00
	Carpet cleaning	\$ 210.00
	Dump fees	\$ 12.00
	Recover filing fee	\$ 100.00
	Subtotal:	\$4,865.00
Less:	Security Deposit	\$ 1,300.00
	Pet Deposit	\$ 1,300.00
	Subtotal:	\$ 2,600.00
	Balance Owing	\$ 2,265.00

Conclusion

A Monetary Order in the amount of \$2,265.00 has been issued to the Landlord. A copy of the Order must be served on the Tenants: the Monetary Order may be enforced in the Provincial (Small Claims) Court of British Columbia.

The Tenants application is dismissed without leave to reapply.

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: July 23, 2019

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Residential Tenancy Branch