



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, FF

Introduction

This hearing dealt with an Application for Dispute Resolution filed by the landlords under the Residential Tenancy Act (the “Act”), for an order of possession, for a monetary order for unpaid rent, and to recover the filing fee.

On August 12, 2019, the landlords received an Order for substitute service, by allowing the Application for Dispute Resolution and Notice of Hearing to be served by email on the Respondents.

The landlords attended the hearing. As the tenants did not attend the hearing, service of the Notice of Dispute Resolution Hearing was considered.

The Residential Tenancy Branch Rules of Procedure states that each respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing. The landlords stated that both respondents were served on August 14, 2019 by email. The landlords stated that they did receive a response from the female tenant indicated that this was not their email address anymore.

I find the tenants were served in accordance with the Act.

The landlords appeared gave affirmed testimony and was provided the opportunity to present their evidence orally and in written and documentary form, to make submissions at the hearing.

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to the relevant facts and issues in this decision.

Preliminary matters

At the outset of the hearing the landlords stated that the tenants vacated the rental unit on July 25, 2019, and they no longer require an order of possession.

Issues to be Decided

Are the landlords entitled to a monetary order for unpaid rent?

Background and Evidence

The tenancy began on October 1, 2018. Rent in the amount of \$2,355.00 was payable each month, payable in two equal payments of \$1,177.50 on the 1st and 15th. The tenancy ended on July 25, 2019.

The landlords testified that the tenants did not pay all rent that was owed for July 2019. The landlords stated the tenants did not make the payment of \$1,177.50 on the 15th of July 2019. The landlords seek to recover unpaid rent in the amount of \$1,177.50.

The landlords testified that the tenants refused to participate in the move-out condition inspection and told them that they would leave the keys to the unit in a drawer and they could keep the security deposit. Filed in evidence is a copy of the tenants' email to the landlords.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

In a claim for damage or loss under the Act or tenancy agreement, the party claiming for the damage or loss has the burden of proof to establish their claim on the civil standard, that is, a balance of probabilities. In this case, the landlords have the burden of proof to prove their claim.

Section 7(1) of the Act states that if a landlord or tenant does not comply with the Act, regulation or tenancy agreement, the non-complying landlord or tenant must compensate the other for damage or loss that results.

Section 67 of the Act provides me with the authority to determine the amount of compensation, if any, and to order the non-complying party to pay that compensation.

I accept the undisputed evidence of the landlords that the tenants did not pay all rent for July 2019. I find the tenants breached section 26 of the Act, and the landlords suffered a loss. Therefore, I find the landlords are entitled to recover unpaid rent in the amount of **\$1,177.50**.

I find that the landlords have established a total monetary claim of **\$1,277.50** comprised of the above described amount and the \$100.00 fee paid for this application. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court. The **tenants are cautioned** that costs of such enforcement are recoverable from the tenants.

In this case, the tenants did not participate in the move-out condition inspection report. The tenant's indicated to the landlords they would not be attending and that the landlords could keep their deposit. I find the tenants extinguished their rights to the security deposit and the landlords are entitled to keep it.

Conclusion

The landlords are granted a monetary order.

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: September 27, 2019

Residential Tenancy Branch