



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FFL MNDCL-S MNRL-S

Introduction

This hearing was scheduled to convene at 1:30 p.m. this date by way of conference call concerning an application made by the landlord seeking a monetary order for unpaid rent or utilities, a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement; an order permitting the landlord to keep all or part of the pet damage deposit or security deposit; and to recover the filing fee from the tenants for the cost of the application.

The landlord attended the hearing, gave affirmed testimony and provided evidentiary material in advance of the hearing. However, the line remained open while the telephone system was monitored for 10 minutes prior to hearing any testimony and no one for the tenants joined the call. The landlord testified that the tenants were served with the Application and notice of this hearing along with other material provided by the Residential Tenancy Branch, by way of text messaging pursuant to a substitutional service order. I have read the substitutional service order, which is dated July 24, 2019 and states, in part:

“The landlord is granted an order for substituted service. The landlord may serve the tenants the Application for Dispute Resolution, with supporting documents and written evidence, along with a copy of this substituted service decision, to the tenants by text message to the tenants’ phone number as set out above.

“I order that documents served in this manner have been sufficiently served to the tenants for the purposes of the *Act*, three days after the date that the text message is sent by the landlord to the tenants.”

The landlord testified that the documents were served in that manner on July 24, 2019 and has provided copies of the text messages as evidence for this hearing. I am satisfied that

the tenants have been served in accordance with the substitutional order made on July 24, 2019.

Issue(s) to be Decided

- Has the landlord established a monetary claim as against the tenants for unpaid rent or utilities?
- Has the landlord established a monetary claim as against the tenants for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and more specifically for loss of rental revenue?
- Should the landlord be permitted to keep all or part of the security deposit in full or partial satisfaction of the claim?

Background and Evidence

The landlord testified that this fixed term tenancy began on January 1, 2019 and was to expire on December 31, 2019, however the tenants vacated the rental unit on or about June 18, 2019. Rent in the amount of \$1,450.00 per month was payable on the 1st day of each month, in addition to 1/3 of the utilities. At the outset of the tenancy the landlord collected a security deposit from the tenants in the amount of \$725.00 which is still held in trust by the landlord, and no pet damage deposit was collected. The rental unit is a basement suite in the landlord's home, and a copy of the tenancy agreement has been provided as evidence for this hearing.

The tenants failed to pay all of the rent for the month of June, 2019, having only paid \$725.00 and promised the other half on June 28, 2019, but did not pay it. The tenants were served with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, a copy of which has been provided for this hearing on July 9, 2019 by posting it to the door of the rental unit. It is dated July 9, 2019 and contains an effective date of vacancy of July 22, 2019. The tenants did not pay the outstanding rent and did not dispute the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities. However, the tenants had vacated without notice to the landlord. The landlord found the door open and the keys on the counter. Copies of emails have been provided for this hearing, one of which is dated July 15, 2019 from the landlord to the tenants and indicates that the tenants owed \$2,445.00 for rent and utilities as of July 15, 2019. Another dated July 22, 2019 from the landlord acknowledges that the tenants vacated the rental unit on June 18, 2019 and the landlord considers it abandoned.

The landlord claims half of June's rent (\$725.00) as well as half of July's rent due to the tenants' failure to notify the landlord that they were vacating.

The landlord has also provided copies of utility bills and claims \$145.18 for unpaid utility bills as follows:

- \$87.61 for the electricity bills from April 16 to June 14, 2019;
- \$18.93 for the gas bills from May 14 to June 12, 2019; and
- \$38.64 for the Telus internet bills from May 17 to June 14, 2019.

The landlord also claims the \$100.00 filing fee and seeks an order permitting the landlord to keep the security deposit in partial satisfaction of the claim.

Analysis

Firstly, dealing with the claim for unpaid rent, I have reviewed the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, which states that the tenants failed to pay rent in the amount of \$725.00 that was due on July 1, 2019. I accept the undisputed testimony of the landlord that the tenants never paid any part of the rent, and that the amount referred to the rent still owed for June, 2019. With respect to July's rent, the landlord testified that he has not re-rented the rental unit, but does not make any claim for loss of rental revenue other than for half of the month of July, 2019. Any notice that the tenants may have given the landlord would not have taken effect earlier than mid-July, and I find that the landlord is entitled to recover that loss.

I have also reviewed the utility bills provided by the landlord, and I find that the landlord has established the claims for unpaid utilities totaling \$145.18, being one third of each of the bills to mid-June, 2019.

Since the landlord has been successful with the application the landlord is also entitled to recovery of the \$100.00 filing fee.

I order the landlord to keep the \$725.00 security deposit in partial satisfaction of the claim, and I grant a monetary order in favour of the landlord for the difference in the amount of \$970.18 ($\$1,450.00 + \$145.18 + \$100.00 = \$1,695.18 - \$725.00 = \970.18).

Conclusion

For the reasons set out above, I hereby order the landlord to keep the \$725.00 security deposit and I grant a monetary order in favour of the landlord as against the tenants pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$970.18.

This order is final and binding and may be enforced.

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: October 29, 2019

Residential Tenancy Branch