



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      FFL MNDCL 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 landlords seeking a monetary order for unpaid rent; a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement; an order permitting the landlords to keep all or part of the security deposit; and to recover the filing fee from the tenant for the cost of the application.

One of the landlords attended the hearing, gave affirmed testimony and represented the other landlord. However, the line remained open while the telephone system was monitored for in excess of 10 minutes prior to hearing any testimony and no one for the tenant joined the call. The landlord testified that the tenant was served with the Application for Dispute Resolution and notice of this hearing (the Hearing Package) by registered mail on July 16, 2019. The mail was returned to the landlords by Canada Post unclaimed by the tenant. The landlord was permitted to provide proof of such service after the hearing concluded. I have now received a copy of the envelope addressed to the tenant at a forwarding address provided by the tenant. The Canada Post sticker is dated July 16, 2019 and I am satisfied that the tenant has been served in accordance with the *Residential Tenancy Act*.

### Issue(s) to be Decided

- Have the landlords established a monetary claim as against the tenant for unpaid rent?
- Have the landlords established a monetary claim as against the tenant for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and more specifically for filing fees from a previous Application for Dispute Resolution?

- Should the landlords 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 October 1, 2018 and was to expire on October 1, 2019, however the tenant vacated the rental unit on June 1, 2019 after the landlords were successful in obtaining an Order of Possession. Rent in the amount of \$2,200.00 per month was payable in installments of \$1,100.00 on the 1<sup>st</sup> and 15<sup>th</sup> days of each month. At the outset of the tenancy the landlords collected a security deposit from the tenant in the amount of \$1,100.00 which is still held in trust by the landlords and no pet damage deposit was collected. The rental unit is a single family dwelling, and a copy of the tenancy agreement has been provided as evidence for this hearing.

The landlord further testified that the previous hearing was held on May 24, 2019 and a copy of the resulting Decision has been provided for this hearing. It provides the landlords with an Order of Possession and states that the landlords may recover the filing fee from the tenant by retaining \$100.00 of the security deposit held in trust.

The tenant paid rent in the amount of \$1,100.00 in February, 2019, but did not pay the rent that was due on February 15, 2019 and has not paid any rent since. The landlords are owed \$7,700.00 for half of February's rent and \$2,200.00 for each of the months of March, April and May, 2019.

A move-in and a move-out condition inspection report were completed, wherein the tenant provided the landlords with a forwarding address in writing. It is dated June 1, 2019, and the tenant has authorized the landlords to keep the security deposit as recovery of rent owed. A copy has been provided for this hearing. The landlords have not been served with an Application for Dispute Resolution by the tenant claiming the security deposit. The rental unit was re-rented June 1, 2019.

The landlords claim \$7,700.00 for unpaid rent, \$100.00 for the filing fee for this application, \$100.00 for the previous application, and an order permitting the landlords to keep the \$1,100.00 security deposit in partial satisfaction.

### Analysis

Firstly, I have reviewed the tenancy agreement and I accept the undisputed testimony of the landlord that the tenant failed to pay rent due on February 15, 2019 and failed to pay any rent for the balance of the tenancy, and the landlords are owed \$7,700.00.

Since the landlords have been successful with this application the landlords are also entitled to recovery of the \$100.00 filing fee for the cost of filing.

With respect to the filing fee from the May 24, 2019 hearing, the Decision states that the landlords are to recover that filing fee from the \$1,100.00 security deposit held in trust. Therefore, the landlords currently hold a security deposit in the amount of \$1,000.00.

Having found that the landlords have established a claim for unpaid rent amounting to \$7,700.00 and recovery of the \$100.00 filing fee for this application, I order the landlords to keep the remaining \$1,000.00 security deposit held in trust in partial satisfaction of the claim, and I grant a monetary order in favour of the landlords as against the tenant for the difference of \$6,800.00 ( $\$7,700.00 + \$100.00 = \$7,800.00 - \$1,000.00 = \$6,800.00$ ).

### Conclusion

For the reasons set out above, I hereby order the landlords to keep the remaining \$1,000.00 security deposit currently held in trust, and I grant a monetary order in favour of the landlords as against the tenant pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$6,800.00.

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 22, 2019

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Residential Tenancy Branch