



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, FFL

Introduction

On August 27, 2019, the Landlords submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) for a monetary order for unpaid rent or utilities; to keep the security deposit; and to recover the cost of the filing fee. The matter was set for a conference call hearing at 1:30 p.m. on this date.

The Landlords and Tenants attended the hearing. The parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to present affirmed oral testimony and to make submissions during the hearing. The parties confirmed that they exchanged the evidence before me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

- Are the Landlords entitled to a monetary order to recover unpaid rent?
- Are the Landlords entitled to keep the security deposit towards unpaid rent?
- Are the Landlords entitled to recover the cost of the filing fee?

Background and Evidence

The Landlords and Tenants testified that the tenancy began on November 15, 2018, on a month to month basis. Rent in the amount of \$1,400.00 was to be paid by the first day of each month. The Tenants paid the Landlords a security deposit of \$700.00.

The Landlords testified that the Tenants did not pay all the rent owing under the tenancy agreement as follows:

<u>Month</u>	<u>Rent Paid</u>	<u>Rent Owing</u>
May 2019	\$1,300.00	\$100.00
June 2019	\$0	\$1,400.00
July 2019	\$0	\$1,400.00
August 2019	\$0	\$1,400.00

The Landlord testified that the Tenants were served with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated August 17, 2019, ("the 10 Day Notice"). The Landlord testified that the Tenants was served with the Notice in person on August 17, 2019. The Landlord testified that the Tenants moved out of the rental unit within 10 Days of being served with the 10 Day Notice.

The Landlords testified that the Tenants moved out of the rental unit on August 27, 2019. The Tenants testified that they had moved out of the rental unit by August 23, 2019.

The Landlord seeks a monetary order for unpaid rent in the amount of \$4,300.00.

The Landlord is seeking to keep the security deposit of \$700.00 in partial satisfaction of the claim for unpaid rent.

In response to the Landlords' claims the Tenants acknowledged that they did not pay the rent owing under the tenancy agreement. The Tenants questioned why they would have to pay the rent for the entire month of August, since they moved out on August 23, 2019.

The Landlord testified that she did not rent the unit out to a new Tenant or receive any rent from any person for August 2019.

Analysis

Based on the evidence before me, the testimony of the Landlords and Tenants, and on a balance of probabilities, I find that the Tenants failed to pay the rent owing under the tenancy agreement for the months of May 2019; June 2019; July 2019; and August 2019.

I find that the Tenants owe the Landlords the amount of \$4,300.00 for unpaid rent.

I find that the Tenants owe the Landlord rent for the entire month of August 2019. The Tenants failed to pay the rent owing under the tenancy agreement and have fundamentally breached the tenancy agreement and section 26 of the Act which requires the Tenants to pay the rent when it is due under a tenancy agreement. The Tenants are responsible to pay for the loss of August 2019 rent suffered by the Landlord.

I order that the Landlords can keep the security deposit in the amount of \$700.00 in partial satisfaction of the Landlords claim.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. I order the Tenants to repay the \$100.00 fee that the Landlords paid to make application for dispute resolution.

I find that the Landlords have established a total monetary claim of \$4,400.00 comprised of \$4,300.00 in unpaid rent, and the \$100.00 fee paid by the Landlords for this hearing. After setting off the security deposit of \$700.00 towards the award of \$4,400.00, I find that the Landlords are entitled to a monetary order in the amount of \$3,700.00. This monetary 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.

Conclusion

The Tenants failed to pay the rent owing under the tenancy agreement. The Landlords have established a monetary award for unpaid rent and the filing fee in the amount of \$4,400.00. I order that the Landlord can keep the security deposit of \$700.00 in partial satisfaction of the Landlords' claims.

I grant the Landlords a monetary order in the amount of \$3,700.00.

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: January 06, 2020