



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MND, MNDC, FFL

Introduction

This hearing was scheduled to deal with a landlord's application for monetary compensation of \$24,600.00 for unpaid rent, damage to the rental unit and other damages or loss under the Act, regulations or tenancy agreement.

The landlords and one of the two named tenants appeared for the hearing. The landlord testified that the proceeding package was sent to each tenant via registered mail on October 10, 2019 and an evidence package was given to the tenant's roommate on January 17, 2020. The landlord had included a monetary calculation in the evidence package and stated the landlords were reducing their claim to \$4,237.15.

The tenant in attendance at the hearing (referred to as NK in this decision) confirmed that a package came for him in October 2019, but that he was out of the country at the time, so his cousin opened it up and sent him pictures of the contents. The tenant confirmed that he understood the landlords were claiming \$24,600.00 against him. The tenant confirmed that he received the package delivered to his roommate in January 2020 but did not appear to recognize that the landlords were reducing their claim to \$4,237.15 until it was stated during the hearing.

The landlords had named a second tenant in filing their Application for Dispute Resolution and since he was not present for the hearing, I explored service of hearing documents upon the other tenant. The landlord testified that they had obtained the forwarding address for the tenants when NK showed the landlord the back of his driver's license before the tenancy ended. The landlord believes the other named tenant moved with NK to the same address. NK denied that he gave his new address to the landlord by showing him his driver's license. Rather, it was the other tenant that sent the landlord his new address on his behalf. NK stated that the other tenant did not move with him to his new address.

I asked the landlord to provide the registered mail tracking numbers for the packages mailed on October 10, 2020. The numbers provided by the landlord are inconsistent with registered mail. As such, I was unable to confirm that the other tenant was duly served and I excluded him as a named party.

Not long afterward NK stated that he would pay the landlords the reduced amount claimed of \$4,237.15. It was also confirmed that this sum takes into account that the landlords were authorized to retain the security deposit in satisfaction of rent for one-half of a month that had not been paid and was not claimed.

Issue(s) to be Decided

Have the landlords established an entitlement to recover \$4,237.15 from the tenant?

Analysis

Based on the landlords' request and the tenant's agreement to pay the reduced claim of \$4237.15 during the hearing, I am satisfied the landlords are entitled to recover this amount from the tenant and I provide the landlords with a Monetary Order for this amount.

For added certainty, I heard the tenant authorize the landlords to retain his security deposit and I make that authorization binding; and, the security deposit shall not be used to reduce the Monetary Order since the security deposit was offset against other losses by the landlords that were not included in their reduced claim.

Conclusion

The landlords are authorized to retain the tenant's security deposit and the landlords are provided a Monetary Order for the balance of \$4,237.15 to serve and enforce upon the tenant.

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: February 04, 2020

Residential Tenancy Branch