



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR MNDC MNSD FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- a monetary order for unpaid rent and for damage to the unit pursuant to section 67;
- a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38;
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The hearing was conducted by conference call. The tenants did not attend this hearing, although I waited until 2:00 p.m. in order to enable the tenants to connect with this teleconference hearing scheduled for 1:30 p.m. The landlord attended the hearing and was given a full opportunity to provide affirmed testimony and present evidence.

The landlord testified that on November 8, 2019, a copy of the Application for Dispute Resolution and Notice of Hearing was sent to both tenants by registered mail. The landlord provided registered mail stickers with tracking numbers in support of service. The landlord also provided registered mail stickers as proof of service of the evidence package on February 28, 2020.

The landlord testified the packages were delivered to an address he obtained from the tenant S.E.'s place of employment as the tenants did not provide a forwarding address. The landlord's witness S.K. testified that he was present with the landlord on September 11, 2019 when the landlord served an evidence package for a previous dispute to the tenants at this new address. The landlord submits that this supports that the tenants were residing at this new address.

Based on the above testimony and evidence, I am satisfied that the tenants were served with the Application for Dispute Resolution and Notice of Dispute Resolution Hearing pursuant to sections 89 & 90 of the Act. The hearing proceeded in the absence of the tenants.

Issues

Is the landlord entitled to a monetary award for unpaid rent and damage to the rental unit?

Is the landlord entitled to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary award requested?

Is the landlord entitled to recover the filing fee for this application from the tenant?

Background and Evidence

The tenancy began on October 1, 2018 with a monthly rent of \$1200.00 payable on the 1st day of each month. The tenants were also responsible for 50% of the hydro bills. The tenants paid a security deposit of \$600.00 at the start of the tenancy which the landlord continues to hold.

The landlord is claiming \$1200.00 for unpaid August 2019 rent. The landlord testified the tenants notified him by e-mail in mid-July stating they would be vacating August 1, 2019. The landlord testified the tenants proceeded to vacate early August 2019 even though being advised that was not sufficient notice.

The landlord is claiming unpaid utilities in the amount of \$164.97. Copies of BC Hydro bills were submitted.

The landlord testified that the tenants left a dilapidated camper on the property. The landlord is claiming \$350.00 for storage, \$150.00 for towing and \$300.00 for disposal. The landlord claims the storage costs at \$50.00 per month for the seven-month period the camper remained on the property. The landlord submitted quotes for the cost of towing and disposing of the camper.

Analysis

Section 7 of the Act provides for an award for compensation for damage or loss as a result of a landlord or tenant not complying with this Act, the regulations or their tenancy

agreement. Under this section, the party claiming the damage or loss must do whatever is reasonable to minimize the damage or loss.

Section 26 of the Act requires that a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

Section 45(1) of the Act sets out that:

A tenant may end a periodic tenancy by giving the landlord notice to end the tenancy effective on a date that

(a) is not earlier than one month after the date after the landlord receives the notice, and

(b) is before the day in the month...that rent is payable under the tenancy agreement.

A notice given under this section must be in writing and comply with the form and content requirements of section 52 of the Act.

Section 37 of the Act requires that when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean and undamaged except for reasonable wear and tear.

I find the tenants did not provide sufficient notice to end the tenancy nor was it in the proper form, therefore the landlord suffered a loss. I accept the landlord's claim for loss of rent in the amount of \$1200.00 for the month of August 2019.

I find the tenants did not pay their share of the utilities as provided for under the tenancy agreement and evidenced by the landlord's undisputed testimony and evidence. The landlord is awarded \$164.97.

I award the landlord \$450.00 as per the quotes to have the camper towed and disposed of. The landlord's claim for storage costs is dismissed as the landlord did not actually incur any additional storage costs or establish how he suffered a loss as a result of the camper being stored on the property.

As the landlord was successful in this application, I find that the landlord is entitled to recover the \$100.00 filing fee paid for this application for a total monetary award of \$1914.97 (\$1200.00 + \$164.97 + \$450.00 +100.00).

The landlord continues to hold a security deposit and pet deposit in the amount of \$600.00. I allow the landlord to retain the security deposit and pet deposit in partial satisfaction of the monetary award pursuant to section 38 of the Act.

Therefore, I find that the landlord is entitled to a Monetary Order in the amount of \$1314.97.

Conclusion

Pursuant to section 67 of the *Act*, I grant the landlord a Monetary Order in the amount of \$1314.97. Should the tenants fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

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: March 26, 2020

Residential Tenancy Branch