



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNDCL-S, FFL

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Landlords on March 18, 2020 (the “Application”). The Landlords applied as follows:

- For an Order of Possession based on a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated March 02, 2020 (the “Notice”);
- For compensation for monetary loss or other money owed;
- To keep the security deposit; and
- Reimbursement for the filing fee.

The Landlord attended the hearing. Nobody attended the hearing for the Tenants. I explained the hearing process to the Landlord. The Landlord provided affirmed testimony.

The Landlord advised at the outset that the Tenants vacated the rental unit by April 07, 2020 and therefore the Landlords were no longer seeking an Order of Possession. The Landlord also withdrew the request for reimbursement for the filing fee.

The Landlords submitted evidence prior to the hearing. The Tenants did not. I addressed service of the hearing package and Landlords’ evidence.

The Landlord testified that the hearing packages and evidence were sent to the Tenants at the rental unit by registered mail on March 22, 2020. The Landlord testified that Tenant K.V. lived at the rental unit at the time. The Landlord testified that Tenant C.L. did not live at the rental unit at the time. The Landlord testified that Tenant C.L. never ended the tenancy and did not provide a forwarding address.

The Landlord provided Tracking Numbers 1 and 2 for the packages. I looked these up on the Canada Post website which shows the packages were sent March 27, 2020 and delivered March 30, 2020.

Based on the undisputed testimony of the Landlord and Canada Post website information, I am satisfied Tenant K.V. was served with the hearing package and evidence in accordance with sections 88(c) and 89(1)(c) of the *Residential Tenancy Act* (the "*Act*"). Based on the Canada Post website information, I am satisfied Tenant K.V. received the package March 30, 2020. I am satisfied the hearing package and evidence were served in sufficient time to allow Tenant K.V. to prepare for, and appear at, the hearing.

Based on the undisputed testimony of the Landlord and Canada Post website information, I am satisfied pursuant to section 71(2) of the *Act* that Tenant C.L. was sufficiently served with the hearing package and evidence. I find this taking into account sections 88(c) and 89(1)(c) of the *Act*. I acknowledge that the Landlord testified that Tenant C.J. had vacated the rental unit when the packages were sent. I am satisfied the Landlords were entitled to serve Tenant C.J. at the rental unit given the Tenants are co-tenants under the same tenancy agreement, Tenant C.L. had not ended the tenancy agreement, the tenancy agreement was ongoing, Tenant C.L. had not provided a forwarding address and the Canada Post website shows the package was delivered versus returned due to Tenant C.L. not residing at the rental unit. Based on the Canada Post website information, I am satisfied Tenant C.L. received the package March 30, 2020. I am satisfied the hearing package and evidence were served in sufficient time to allow Tenant C.L. to prepare for, and appear at, the hearing.

As I was satisfied of service, I proceeded with the hearing in the absence of the Tenants. The Landlord was given an opportunity to present relevant evidence and make relevant submissions. I have considered all documentary evidence and oral testimony of the Landlord. I will only refer to the evidence I find relevant in this decision.

Issues to be Decided

1. Are the Landlords entitled to compensation for monetary loss or other money owed?
2. Are the Landlords entitled to keep the security deposit?

Background and Evidence

A written tenancy agreement was submitted as evidence. The tenancy started January 15, 2020 and was for a fixed term ending December 31, 2020. Rent was \$1,400.00 per month due on or before the first day of each month. The Tenants paid a \$700.00 security deposit. The agreement is signed for the Landlords and by the Tenants.

The Landlord testified as follows. The Tenants failed to pay March rent. The Notice was served on the Tenants in relation to this. The Tenants did not pay any rent after the Notice was issued. The Tenants did not have authority under the *Act* to withhold rent.

The Landlord confirmed the Landlords are only seeking unpaid rent for March.

The Landlords submitted a copy of the Notice. The Landlords submitted emails between the parties which support that the Tenants did not pay March rent.

Analysis

Section 26(1) of the *Act* requires tenants to pay rent in accordance with the tenancy agreement unless they have a right to withhold rent under the *Act*.

Section 7 of the *Act* states:

7 (1) If a...tenant does not comply with this Act, the regulations or their tenancy agreement, the non-complying...tenant must compensate the other for damage or loss that results.

Section 46 of the *Act* allows a landlord to end a tenancy when tenants have failed to pay rent.

Based on the undisputed testimony of the Landlord and written tenancy agreement, I am satisfied the Tenants were required to pay \$1,400.00 in rent by March 01, 2020 under the tenancy agreement.

Based on the undisputed testimony of the Landlord, I am satisfied the Tenants did not have authority under the *Act* to withhold rent for March. There is no evidence before me that the Tenants did. Therefore, I am satisfied the Tenants were required to pay \$1,400.00 in rent by March 01, 2020 under section 26(1) of the *Act*.

I am satisfied based on the undisputed testimony of the Landlord, Notice and emails submitted that the Tenants did not pay March rent.

The Landlords are entitled to recover \$1,400.00 in unpaid rent for March.

Pursuant to section 72(2) of the *Act*, the Landlords can keep the \$700.00 security deposit towards unpaid rent. I issue the Landlords a Monetary Order for the remaining \$700.00 pursuant to section 67 of the *Act*.

Conclusion

The Landlords are entitled to recover \$1,400.00 in unpaid rent for March. The Landlords can keep the \$700.00 security deposit towards unpaid rent. The Landlords are issued a Monetary Order for the remaining \$700.00. This Order must be served on the Tenants and, if the Tenants do not comply with the Order, it may be filed in the Provincial Court (Small Claims) 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 *Act*.

Dated: May 14, 2020

Residential Tenancy Branch