



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCL-S, FFL

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 money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement; for an order permitting the landlords to keep all or part of the pet damage deposit or security deposit; and to recover the filing fee from the tenants for the cost of the application.

Both landlords attended the hearing and one gave affirmed testimony. However, the line remained open while the telephone system was monitored for 10 minutes prior to hearing any testimony, and no one for the tenants joined the call. The landlord testified that each of the tenants was served individually with the application and notice of this hearing (the Hearing Package) by registered mail on March 27, 2020. The landlords have provided copies of the registered mail documents, and I am satisfied that both tenants have been served in accordance with the *Residential Tenancy Act*.

All evidence of the landlords has been reviewed and is considered in this Decision.

Issue(s) to be Decided

- Have the landlords established a monetary claim as against the tenants for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and more specifically for loss of rental revenue?
- Should the landlords be permitted to keep the security deposit in partial satisfaction of the claim?

Background and Evidence

The landlord testified that this month-to-month tenancy began on October 1, 2019 although the tenants actually moved in sometime in September, 2019 and paid a partial month of rent. The tenants vacated the rental unit on or about March 4, 2020. Rent in the amount of \$2,500.00 per month was payable on the 1st day of each month and there are no rental arrears to the end of February, 2020. At the outset of the tenancy the landlords collected a security deposit from the tenants in the amount of \$1,250.00 which is still held in trust by the landlords, and no pet damage deposit was collected. The rental unit is a townhouse, and a copy of the tenancy agreement has been provided as evidence for this hearing.

The tenants sent a letter to the landlord on February 3, 2020 by email stating that the tenants were intending to vacate the rental unit on February 29, 2020. A copy of the letter has been provided for this hearing.

The landlords advertised the rental unit on several web-sites immediately, and the rental unit was re-rented effective April 1, 2020.

The landlords received a forwarding address from the tenants on March 17, 2020, but the landlords have not been served with an Application for Dispute Resolution by the tenants claiming the security deposit.

The landlords seek a monetary order for the unpaid rent for March, 2020 and an order permitting the landlords to keep the security deposit.

Analysis

I have reviewed the tenancy agreement, and it is clear that rent is payable on the 1st day of each month. Any notice that a tenant gives after the date rent is payable does not take effect until the following month. In this case, I am satisfied that the tenants gave notice to vacate on February 3, 2020 which I find takes effect on March 31, 2020. The tenants did not pay any rent for the month of March, and I find that the landlords have established a claim of \$2,500.00.

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

I order the landlords to keep the \$1,250.00 security deposit in partial satisfaction, and I grant a monetary order in favour of the landlords for the difference of \$1,350.00.

Conclusion

For the reasons set out above, I hereby order the landlords to keep the \$1,250.00 security deposit and I grant a monetary order in favour of the landlords as against the tenants pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$1,350.00.

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: July 28, 2020

Residential Tenancy Branch