



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Denfor Investments Inc.
and [tenants name suppressed to protect privacy]

DECISION

Dispute Codes MNRL-S, FFL

Introduction

The landlord filed an Application for Dispute Resolution on May 6, 2020 seeking an order to recover monetary loss of unpaid rent. Additionally, they applied for the cost of the hearing filing fee.

The matter proceeded by way of a hearing on August 24, 2020 pursuant to section 74(2) of the *Residential Tenancy Act* (the “Act”). In the conference call hearing I explained the process and provided the attending party the opportunity to ask questions.

An agent for the landlord attended the hearing; the tenants did not attend. The tenants did not submit or serve documents as evidence for this hearing.

In the hearing, the landlord confirmed they delivered notice of this hearing and their prepared evidence to each of the tenants on May 9, 2020. They stated the tracking number entry for Canada Post showed the registered mail was delivered. Their packages of registered mail included their prepared documentary evidence in this matter.

In consideration of the evidence presented by the landlord, and with consideration to section 89 of the *Act*, I find the tenants were sufficiently served with notice of this hearing, as well as the landlord’s evidence.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent pursuant to section 67 of the *Act*?

Is the landlord entitled to retain the security deposit pursuant to section 38 of the *Act*?

Is the landlord entitled to recover the filing fee for this Application pursuant to section 72 of the *Act*?

Background and Evidence

The landlord submitted a copy of the tenancy agreement for this hearing and spoke to the terms therein. Both the landlord and tenants signed this agreement on October 27, 2018. The tenancy started on November 1, 2018 for a fixed term ending on October 31, 2019 and continued on a month-to-month basis after that. The monthly rent at the start of the tenancy was \$2,395.00 per month. The tenants paid a security deposit of \$1,197.00 on October 27, 2018.

In the hearing the landlord provided that the rent increased to \$2,450.00 on November 1, 2019. It is this amount that the landlord presents as their calculation of monthly rent for the total amount owing.

The tenants gave their notice of the end of tenancy on May 1, 2020, for a tenancy end date on June 30, 2020. The tenants vacated at the end of May 2020. The landlord stated that they gave the tenants notice that there would be a claim for June unpaid rent if they were unable to re-rent the unit for June 2020.

The landlord claimed \$5,550.00 for: part of March 2020 rent at \$650.00; and each of April and May rent amounts at \$2,450.00 each. They provided a completed 'Monetary Order Worksheet' to show this detail, dated May 5, 2020.

The landlord provided documents to show accounts owing, and letters to the tenants to advise of missed rent payments and amounts owing. The 'Tenant Account Transaction Ledger' shows a full amount owing of \$5,500.00.

On May 28, 2020, the tenants advised the landlord that they would not be able to attend a scheduled walkthrough condition inspection on May 30, 2020. They authorized either of two individuals to complete the inspection on their behalf. One of those two listed individuals attended on May 30 to complete the joint meeting.

The landlord provided a copy of the Condition Inspection Report that reflects the details of that meeting. This shows an end-of-tenancy date of May 31, 2020, and a move-out inspection date of May 31, 2020. The agent who attended on behalf of the tenants signed the agreement on the document itself. This portion sets out: "I agree with the amounts noted above and authorize deduction of the Balance Due Landlord from my Security Deposit. . ." Further: "If the

total owing to the Landlord exceeds my deposit(s), I agree to pay the Landlord the excess amount.”

The amount of unpaid rent on the Condition Inspection Report is shown to be \$5,500.

The tenants did not attend the hearing and did not provide documentary evidence prior to the hearing date.

Analysis

From the testimony of the landlord I am satisfied that a tenancy agreement was in place. They provided the specific terms of the rental amount and accounted for previous rental amount increases. The tenants did not attend the hearing; therefore, there is no evidence before me to show otherwise.

I accept the evidence before me that the tenants failed to pay the full amount of rent for March 2020. This non-payment extended through to April and May 2020. I find the landlord is entitled to an award for the amount claimed: \$5,550.00.

The Condition Inspection Report shows the amount of \$5,500.00, a difference of \$50 from the amount claimed by the landlord. I rectify this by relying on the landlord's prepared 'Monetary Order Worksheet' that shows the qualified amounts added together for a complete total. This amount is verified by the ledger provided by the landlord showing amounts owing that total \$5,550.00.

The *Act* section 72(2) gives an arbitrator the authority to make a deduction from the security deposit held by the landlord. The landlord has established a claim of \$5,550.00. After setting off the security deposit amount of \$1,197.00, there is a balance of \$4,353.00. I am authorizing the landlord to keep the security deposit amount and award the balance of \$4,353.00 as compensation for rent owing.

As the landlord is successful, I find that the landlord is entitled to recover the \$100.00 filing fee paid for this application.

Conclusion

Pursuant to sections 67 and 72 of the *Act*, I grant the landlord a Monetary Order in the amount of \$4,453.00. The landlord is provided with this Order in the above terms and the tenants must be served with **this Order** as soon as possible. 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: August 24, 2020

Residential Tenancy Branch