



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; 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 tenant for the cost of the application.

One of the named landlords attended the hearing and gave affirmed testimony, identifying himself as a Property Manager and representing the other named landlord. However, the line remained open while the telephone system was monitored for 10 minutes prior to hearing any testimony and no one for the tenant joined the call. The landlord testified that the tenant was served with the Application for Dispute Resolution and notice of this hearing, as well as all of the landlord's evidentiary material (the Hearing Package) in person on July 20, 2020 and again by certified mail on July 24, 2020, and copies of the Canada Post tracking print-out has been provided as evidence for this hearing. I accept the testimony of the landlord, and I find that the tenant has been served with the Hearing Package.

Issues to be Decided

- Has the landlord established a monetary claim as against the tenant for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and more specifically for unpaid rent?
- Should the landlord be permitted to keep the security deposit in full or partial satisfaction of the claim?

Background and Evidence

The landlord testified that this tenancy began on November 8, 2019 and the tenant still resides in the rental unit. Rent in the amount of \$2,895.00 per month is payable on the 1st day of each month and the landlords collected a pro-rated amount for the first month of the tenancy. At the outset of the tenancy the landlords collected a security deposit in the amount of \$1,447.50 as well as a required move-in fee of \$150.00 and a one-time cleaning fee of \$180.00. The landlord testified that the cleaning fee is meant to cover costs for cleaning at the end of the tenancy in order to ensure the landlords' standards of cleaning prior to re-renting. No pet damage deposit was collected.

The tenant failed to pay rent for the months of June or July, 2020 and the landlords seek \$5,790.00 for 2 months of rent. However, since the landlord's application was filed, the tenant has fallen further into arrears of rent for August and September, 2020.

The landlords have provided numerous text messages exchanged between the parties wherein the tenant makes promises to pay the rent, however the landlord testified that none has been paid since May, 2020.

The landlords have provided a Monetary Order Worksheet setting out the following claims as against the tenant, totaling \$7,330.00:

- \$5,790.00 for 2 months of rent;
- \$1,540.00 for 77 days of interest for late payment of rent.

The landlord also claims \$5,790.00 for 2 additional months of rent.

Due to COVID-19 rules, the landlords have not yet issued a notice to end the tenancy.

Analysis

The tenancy agreement provided as evidence by the landlords has only a signature of a tenant, and not of a landlord, and therefore is not an agreement at all. The *Residential Tenancy Act* specifies that even if not in writing, a tenancy exists with the standard terms, which I find are:

- The tenancy commenced on November 8, 2019;
- Rent is \$2,895.00 per month, payable on the 1st day of each month;
- A security deposit of \$1,447.50.

I accept the undisputed testimony of the landlord that the tenant owes 4 months of rent, for June, July, August and September, 2020, which now totals \$11,580.00. I find that the

landlords should be entitled to keep the \$1,447.50 security deposit in partial satisfaction of that claim.

The landlords also claim interest on over-due amounts, however that is not permitted under the *Act*, and I dismiss the landlords' claim for interest.

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

I order the landlords to keep the \$1,447.50 security deposit in partial satisfaction of the claim, and I grant a monetary order in favour of the landlords as against the tenant for the difference in the amount of \$10,232.50 ($\$11,580.00 + \$100.00 - \$1,447.50 = \$10,232.50$).

Conclusion

For the reasons set out above, I hereby order the landlords to keep the \$1,447.50 security deposit and I grant a monetary order in favour of the landlords as against the tenant pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$10,232.50.

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: September 11, 2020

Residential Tenancy Branch