



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR-S, MND-S, MNDC-S, FF

Introduction

This hearing dealt with the landlord's application for dispute resolution under the Residential Tenancy Act (Act) for:

- a monetary order for unpaid rent;
- compensation for alleged damage to the rental unit by the tenants;
- compensation for a monetary loss or other money owed;
- authority to keep the tenants' security deposit to use against a monetary award; and
- recovery of the filing fee.

The landlord attended the hearing; however, the tenants did not attend.

The landlord stated he served each tenant with his application for dispute resolution and Notice of Hearing by registered mail on July 3, 2020, sent to their forwarding address. The landlord provided the Canada Post Customer Receipts containing the Tracking Numbers to confirm this mailing. The numbers are listed on the style of cause page in this Decision.

I accept the landlord's evidence that the tenants were served notice of this hearing in a manner complying with section 89 of the Act and the hearing proceeded in the tenants' absence.

The landlord was provided the opportunity to present his evidence orally and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch Rules of Procedure (Rules). However, not all details of the

submissions are reproduced here; further, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation from the tenants, to keep their security deposit, and recovery of the filing fee?

Background and Evidence

The landlord submitted a written tenancy agreement showing a tenancy start date of November 1, 2019, a fixed term through June 30, 2020, monthly rent of \$2,150, due on the 1st day of the month, and a security deposit of \$1,075 being paid by the tenants to the landlord.

The landlord retained the tenants' security deposit, having made this claim against it.

In support of his application, the landlord explained that the rental unit is located in a vacation/winter resort area and that the tenants came in as seasonal workers. When the COVID-19 pandemic started, the resort began closing and seasonal workers started returning to their home countries.

The tenants approached the landlord about reducing the monthly rent, and he agreed to a 50% reduction, according to the landlord. The landlord submitted that the tenants eventually vacated the rental unit in late May 2020, without notice and without paying the monthly rent due in June 2020. The landlord claimed the amount of \$1,075, which reflects one half of the contractual monthly rent, as he stuck to their agreement of a 50% reduction in monthly rent.

The landlord submitted that when the tenants vacated, the rental unit was left in an extremely unclean state and it took at least five hours to clean the rental unit. The landlord's monetary claim for this amount was \$125.

The landlord submitted that there was a missing dresser from the furnished rental unit, for a cost of \$25, as well as unpaid utilities of \$77.64.

The landlord also claimed for a rent difference of \$675 for June 2020.

Including the filing fee, the landlord's total monetary claim was \$2,077.64.

During the hearing, the landlord said that he believed the tenants had moved from the area permanently, possibly have left the country, and that he would never see any money from them. The landlord then went on to say that rather than pursue the full monetary claim, he would be satisfied with being able to keep the tenants' security deposit, in lieu of receiving a monetary order for any difference.

Analysis

After reviewing the relevant evidence, I provide the following findings, based upon a balance of probabilities:

As the tenants failed to attend the hearing despite being properly served, I consider this application to be unopposed.

Under section 26 of the Act, a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, unless the tenant has a right under the Act to deduct all or a portion of the rent. A legal right may include authorization from an Arbitrator giving you permission to keep all or part of the rent or costs incurred to make an "emergency repair", as defined by the Act.

I find that the landlord submitted sufficient evidence to show that the tenants owed, but did not pay rent of \$2,150 for June 2020, under the terms of the written tenancy agreement. I therefore find the landlord has established a monetary claim of \$2,150.

I also find the landlord submitted sufficient evidence that the tenants owed, but did not pay the utilities of \$77.64. I find the landlord has established a monetary claim in this amount.

I also find the landlord is entitled to recovery of the filing fee of \$100.

For the above reasons, I find the landlord has established a monetary claim well in excess of the tenants' security deposit of \$1,075. At the landlord's request, I authorize the landlord to keep the security deposit in satisfaction of his monetary claim. As a result, I do not award the landlord a monetary order for the difference.

Conclusion

The landlord has established a monetary claim over and above the amount of the tenants' security deposit.

At the landlord's request, the landlord is authorized to keep the tenants' security deposit in satisfaction of the monetary claim listed in his application.

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: October 20, 2020

Residential Tenancy Branch