



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL-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 unpaid rent or utilities; 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.

The individual named landlord attended the hearing, gave affirmed testimony and represented the landlord company. 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, evidence and notice of this hearing (the Hearing Package) by registered mail on August 19, 2020 and again by hand on September 1, 2020. The landlord was permitted to upload proof of such service after the hearing had concluded. I now have a Registered Domestic Customer Receipt stamped with the date of August 19, 2020 by Canada Post, and I am satisfied that the tenant has been served in accordance with the *Residential Tenancy Act*.

The landlord also testified that the additional evidence provided for this hearing has not been served to the tenant because the tenant vacated the rental unit without providing the landlords with a forwarding address. Since the tenant has not been served with the material filed on October 28, 2020, I decline to consider any of that evidence. All other 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 tenant for unpaid rent, unpaid utilities, and parking fees?

- Should the landlords be permitted to keep all or part of the pet damage deposit or security deposit in full or partial satisfaction of the claim?

Background and Evidence

The landlord testified that this fixed-term tenancy began on January 1, 2015 and expired on December 31, 2015, however the parties entered into a new tenancy agreement for a month-to-month tenancy beginning on January 1, 2018. The tenant vacated the rental unit on September 1, 2020. Rent in the amount of \$1,575.00 was originally payable on the 1st day of each month, which was raised from time-to-time up to \$1,835.00. At the outset of the tenancy the landlords collected a security deposit from the tenant in the amount of \$787.50 as well as a pet damage deposit in the amount of \$787.50. The rental unit is an apartment in a complex containing 31 floors, and the landlord also resides on the property. Copies of both tenancy agreements have been provided as evidence for this hearing, as well as a Notice of Rent Increase effective January 1, 2020.

The tenant did not pay any rent for April, 2020, and no rent payments have been made since. The landlord further testified that the tenant gave notice to end the tenancy on August 12, 2020, and a copy has been provided for this hearing, effective August 31, 2020. The tenant said that he was moving to a friend's home because he had no job and no money. The landlord gave the tenant a payment plan, but the tenant didn't have any money and didn't pay anything.

The landlords have provided a Monetary Order Worksheet setting out the following claims, which totals \$9,688.09:

- \$1,835.00 for rent for April, 2020;
- \$1,835.00 for rent for May, 2020;
- \$1,835.00 for rent for June, 2020;
- \$1,835.00 for rent for July, 2020;
- \$1,835.00 for rent for August, 2020;
- \$225.00 for parking fees from April to August, 2020 at \$45.00 per month; and
- \$288.09 for BC Hydro bills.

The landlord testified the tenancy agreement contains an Addendum and a Parking Agreement, which have been provided as evidence for this hearing. The tenant agreed to pay \$45.00 per month for a parking spot for his motorcycle.

Hydro was not included in the rent, and the landlords have provided copies of hydro bills that cover the periods of:

- January 30, 2020 to February 28, 2020 in the amount of \$101.56;
- February 29, 2020 to March 30, 2020 in the amount of \$80.57;
- March 31, 2020 to April 29, 2020 in the amount of \$46.23;
- April 30, 2020 to May 28, 2020 in the amount of \$31.59; and
- May 29, 2020 to June 26, 2020 in the amount of \$26.79.

The tenant authorized the landlords in writing, on the tenant's notice to end the tenancy, to keep the security deposit and pet damage deposit in partial satisfaction of the money owed to the landlord.

Analysis

I have reviewed the tenancy agreement and Addendum, as well as the parking agreement and the tenant's notice to end the tenancy. I am satisfied that the tenant could no longer pay the rent and the landlord has established a claim for unpaid rent for the months of April through August, 2020 inclusive in the amount of \$1,835.00 for each month, for a total of **\$9,175.00**. I also find that the tenant agreed to parking fees at \$45.00 per month, and the landlord is owed that amount of money for the same time period, totalling **\$225.00**.

The tenancy agreement specifies that hydro is not included in the rent. The landlords' Monetary Order Worksheet claims \$288.09. However, I have reviewed the hydro bills and in completing the math, I accept that none of the bills provided have been paid by the tenant and the landlords have established a claim of **\$286.74** for unpaid utilities.

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

The tenant agreed in writing that the landlords keep the full security deposit and pet damage deposit in partial satisfaction of the unpaid rent. Having found that the landlords have established a monetary claim of \$9,175.00 for unpaid rent and \$225.00 for unpaid parking fees and \$286.74 for unpaid utilities and recovery of the \$100.00 filing fee, for a total of \$9,786.74, I order that the \$787.50 security deposit and the \$787.50 pet damage deposit be deducted from the amount owed to the landlords, and I grant a monetary order in favour of the landlords for the difference in the total sum of **\$8,211.74**.

Conclusion

For the reasons set out above, I hereby order the landlords to keep the \$787.50 security deposit and the \$787.50 pet damage 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 \$8,211.74.

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: November 03, 2020

Residential Tenancy Branch