



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNR FF

### Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution. The participatory hearing was held on December 7, 2020. The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for unpaid rent or utilities.

The Landlords provided testimony at the hearing. The Tenants did not attend the hearing.

The Landlords testified that they sent a copy of the Notice of Hearing along with supporting documentary evidence to each of the Tenants on August 21, 2020, by registered mail. The Landlord provided a copy of the registered mailing receipts. The Landlords explained that they tracked down the Tenants after they moved out. The Landlords stated that the Tenants did not provide their forwarding address but one of the Landlord's stated he worked in the area where the Tenants moved to, and after observing the Tenants go into the house, multiple times, the Landlord went to the front door of the house, and spoke with the owner of the house. The Landlords stated that the owner of this house confirmed that the Tenants were in fact living at that house. Subsequently, the Landlords sent the registered mail to the Tenants at that address, after it was confirmed they lived there.

I accept the Landlord's testimony on this matter, and I accept that the Tenants are residing at the address which the Landlord sent the registered mail to. I find the Tenants are deemed to have received this package on August 26, 2020, the fifth day after its registered mailing, pursuant to Section 90 of the *Act*.

The Landlord was provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issues to be Decided

1. Is the Landlord entitled to a monetary order for unpaid rent or utilities?

### Background and Evidence

The Landlords testified that monthly rent is \$1,400.00, and is due on the first of the month. The Landlords testified that they hold a security deposit in the amount of \$700.00.

The Landlords stated that the Tenants ran out of money and stopped paying rent starting in April 2020. The Landlords stated that no rent was paid for April, May, or June 2020, and the Tenants owe \$4,200.00 for those months. The Landlords stated that the Tenants never gave any written notice that they would be moving out, and it wasn't until around June 5 or 6, 2020, that the Landlords noticed moving trucks coming and going from the rental unit. The Landlord explained that they tried to connect with the Tenants, but were repeatedly ignored, and the Tenants vacated the property and left the keys on the counter around June 5 or 6, 2020. The Landlord stated they immediately started looking for new tenants, and were able to re-rent the unit for July 1, 2020.

### Analysis

Based on the unchallenged testimony and documentary evidence, and on a balance of probabilities, I find as follows:

Section 26 of the *Act* confirms that a Tenant must pay rent when it is due unless the Tenant has a right under the *Act* to deduct all or a portion of rent (security deposit overpayment, emergency repairs paid for by the Tenant, illegal rent increases, or another Order by an Arbitrator).

With respect to the Landlord's request for a Monetary Order for unpaid rent, I find there is sufficient evidence from the Landlord's undisputed documentary evidence and testimony before me to demonstrate that the Tenants owe and have failed to pay

\$4,200.00 in rent for April, May, and June 2020. Although the Tenants appear to have abandoned the rental unit on or around June 5, 2020, I find the lack of notice was a breach of the Act, and although the tenancy ended on that date, the Tenants' liability for rent did not. I find the Landlord sufficiently mitigated their loss for June, and despite there being a pandemic, they were able to re-rent the unit within a couple of weeks. In any event, the Tenants are liable for April and May, as they lived in the unit for that time. I also find they are liable for June rent, as they lived there for part of the month, and vacated without proper notice, which caused the Landlord to lose rent for that month.

Further, section 72 of the *Act* gives me authority to order the repayment of a fee for an application for dispute resolution. Since the Landlords were successful in this hearing, I also order the Tenants to repay the \$100.00 fee the Landlord paid to make the application for dispute resolution. I also authorize that the security deposit, currently held by the Landlords, be kept and used to offset the amount of rent still owed by the Tenants. In summary, I grant the monetary order based on the following:

<b>Claim</b>	<b>Amount</b>
Unpaid rent	\$4,200.00
Filing Fee	\$100.00
<b>Less:</b>	
Security Deposit currently held by Landlord	(\$700.00)
<b>TOTAL:</b>	<b>\$3,600.00</b>

### Conclusion

The Landlord is granted a monetary order pursuant to Section 67 in the amount of **\$3,600.00**. This order must be served on the Tenants. If the Tenants fail to comply with this order the Landlord may file the order in the Provincial Court (Small Claims) and be 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: December 07, 2020