



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL-S

Introduction

This hearing was convened as a result of the landlords' Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (Act) for a monetary order for unpaid rent or utilities and for authorization to retain all or part of the tenant's security deposit towards rent arrears.

The landlord, MG, (landlord) represented both landlords at the teleconference hearing and gave affirmed testimony. During the hearing the landlord was given the opportunity to provide their evidence orally. A summary of the evidence is provided below and includes only that which is relevant to the hearing. Words utilizing the singular shall also include the plural and vice versa where the context requires.

As the tenant did not attend the hearing, service of the Notice of a Dispute Resolution Proceeding dated December 2, 2020 (Notice of Hearing), application and documentary evidence were considered. The landlord testified that the Notice of Hearing, application and documentary evidence were served on the tenant by registered mail on December 4, 2020. A registered mail tracking number was provided during the hearing and has been referenced on the style of cause for ease of reference. According to the online Canada Post registered mail tracking website the registered mail package was mailed on December 4, 2020 and was delivered on December 10, 2020. Based on the undisputed evidence before me, I find the tenant was sufficiently served under the Act as of December 10, 2020, which is the date the registered mail package was delivered to the tenant. Given the above, I find this application to be unopposed by the tenant as the tenant was duly served and did not attend the hearing.

Preliminary and Procedural Matters

The landlord confirmed their email address at the outset of the hearing and stated that they understood that the decision and any applicable orders would be emailed to them. The decision will also be emailed to the tenant at the email address provided by the landlord during the hearing.

As the filing fee was waived, it will not be considered further in this decision.

Issues to be Decided

- Are the landlords entitled to a monetary order under the Act, and if so, in what amount?
- What should happen to the tenant's security deposit under the Act?

Background and Evidence

A copy of the tenancy agreement was submitted in evidence. The tenancy began on August 10, 2020. The tenant's monthly rent was \$1,000.00. The tenant paid a security deposit of \$500.00 at the start of the tenancy, which the landlords continue to hold.

The landlord is seeking unpaid rent of \$2,300.00 for October 2019, and loss of rent for November 2019 in the amount of \$2,300.00, plus the filing fee. The landlord has summarized their claim by offsetting the security deposit of \$1,150.00 from the rent owed, leaving a net monetary claim of \$3,550.00.

A copy of the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated November 3, 2020, (10 Day Notice) was submitted in evidence. The landlord stated that the tenant did not dispute the 10 Day Notice or pay the rent arrears of \$1,000.00 for November 2020 rent, before vacating the rental unit by November 18, 2020. November 18, 2020 was the date that the keys were returned to the landlords.

Analysis

Based on the undisputed documentary evidence and the undisputed testimony of the landlord provided during the hearing, and on the balance of probabilities, I find the following.

As the tenant was served with the Notice of Hearing, application and documentary evidence and did not attend the hearing, and as noted above, I consider this matter to

be unopposed by the tenant. As a result, I find the landlord's application is fully successful in the amount of **\$1,000.00**. I have considered the undisputed testimony of the landlord and that the application was unopposed by the tenant. The landlords continue to hold the tenant's security deposit of \$500.00, which has not accrued any interest to date.

I find the tenant breached section 26 of the Act by failing to pay \$1,000.00 for November 2020. I find that by failing to vacate the rental unit and return all keys until November 18, 2020, that the tenant is liable for the loss of rent for November 2020 in full as claimed.

Therefore, I authorize the landlords to retain the tenant's full security deposit of \$500.00 in partial satisfaction of the landlords' monetary claim. I grant the landlord a monetary order pursuant to section 67 of the Act, for the balance owing by the tenant to the landlords in the balance owing of **\$500.00**.

Conclusion

The landlords' application is fully successful.

The landlords have been authorized to retain the tenant's full security deposit of \$500.00 in partial satisfaction of the landlords' monetary claim. The landlords have been granted a monetary order pursuant to section 67 of the Act, for the balance owing by the tenant to the landlords in the amount of \$500.00. The landlords must serve the tenant with the monetary order and may enforce the monetary order in the Provincial Court (Small Claims Division).

This decision will be emailed to both parties.

The monetary order will be emailed to the landlords only for service on the tenant.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: March 16, 2021

Residential Tenancy Branch