



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes: MNRL-S, MNDCL, FFL

Introduction

This hearing dealt with the landlords' application pursuant to the *Residential Tenancy Act* ("the *Act*") for:

- and a monetary order for money owed or compensation for money owed, damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67; and
- authorization to recover the filing fee for this application, pursuant to section 72

While the landlords attended the hearing by way of conference call, the tenants did not. I waited until 1:42 p.m. to enable the tenants to participate in this scheduled hearing for 1:30 p.m. The landlords were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

Pursuant to Rule 6.11 of the RTB Rules of Procedure, the Residential Tenancy Branch's teleconference system automatically records audio for all dispute resolution hearings. In accordance with Rule 6.11, persons are still prohibited from recording dispute resolution hearings themselves; this includes any audio, photographic, video or digital recording. The landlords confirmed that they understood.

The landlords testified that the tenants were served with the dispute resolution packages and evidence by way of registered mail to the forwarding address provided by the tenants on August 11, 2022. The landlords submitted copies of the receipts and the tracking information for the packages. The tracking numbers are noted on the cover page of this decision. I am satisfied that the landlords had provided sufficient proof of service to support that the tenants were properly served with the landlords' application and evidence package. In accordance with sections 88, 89 and 90 of the *Act*, I find the tenants deemed served with the landlords' application and evidence on August 16, 2022, 5 days after mailing. The tenants did not submit any written evidence for this hearing.

Issue(s) to be Decided

Are the landlords entitled to monetary compensation for losses and money owed?

Are the landlords entitled to recover the filing fee for this application from the tenants?

Background and Evidence

While I have turned my mind to all the documentary evidence properly before me and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of this application and my findings around it are set out below.

This fixed-term tenancy began on January 1, 2021, and continued on a month-to-month basis until it ended on July 1, 2022. The landlords testified that the tenants moved out after being served with a 1 Month Notice to End Tenancy on May 5, 2022. Monthly rent was set at \$1,750.00, payable on the first of the month. The landlords hold a security deposit of \$875.00 and a pet damage deposit of \$200.00.

The landlords filed this application as the tenants did not pay rent for the month of June. The landlords also testified that KE damaged the fence, and did not repair the fence, nor compensate the landlord for it. The landlords testified that they obtained an estimate of \$300.00 to fix the fence. The landlords are requesting a monetary order for the unpaid rent, as well as compensation for the damaged fence.

The landlords submitted copies of text messages between the parties discussing the damaged fence and unpaid rent. The landlords also submitted a copy of the 1 Month Notice to End Tenancy served on the tenants.

Analysis

Section 26 of the Act, in part, states as follows:

Rules about payment and non-payment of rent

26 (1) *A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent*

The landlord provided undisputed evidence to support that the tenants moved out on July 1, 2022, and did not pay any rent for June 2022. Accordingly, I allow the landlord a monetary order for unpaid rent for this period.

I also accept the undisputed testimony of the landlords that one of the tenants had damaged the fence, and did not repair it, or provide any compensation for the damage. I find the compensation requested by the landlords to be reasonable. Accordingly, I allow the landlords a monetary claim of \$300.00 to repair the fence.

I find that this Application has merit and the landlord is entitled to recover the fee for filing fee paid for this Application.

A security deposit of \$875.00 and pet damage deposit of \$200.00 is being held for this tenancy. In accordance with the offsetting provisions of section 72 of the *Act*, I order that the landlords retain the tenants' deposits plus applicable interest in satisfaction of the monetary award granted to the landlords. As per the RTB Online Interest Tool found at <http://www.housing.gov.bc.ca/rtb/WebTools/InterestOnDepositCalculator.html>, over the period of this tenancy, \$6.26 is payable as interest on the tenant's security deposit from when the security deposit was paid, until the date of this decision, April 19, 2023.

Conclusion

I issue a Monetary Order in the amount of **1,068.74** in the landlords' favour for the monetary orders granted in the table below:

Item	Amount
Unpaid Rent for June 2022	\$1,750.00
Compensation for damaged fence	300.00
Recovery of Filing Fee	100.00
Less Security Deposit Held plus applicable interest	- 1,081.26
Total Monetary Order	\$ 1,068.74

The landlords are provided with this Order in the above terms and the tenants must be served with a copy of this Order as soon as possible. Should the tenants fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and 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: April 19, 2023

Residential Tenancy Branch