



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. on September 5, 2023 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.

Both landlords attended the hearing and each gave affirmed testimony. 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 landlords have provided a Canada Post cash register receipt containing a tracking number dated December 7, 2022 as well as a copy of an Xpresspost document addressed to the tenant, and a tracking document indicating that the mail was received on December 8, 2022. One of the landlords advised that the mail contained the Notice of Dispute Resolution Proceeding and all evidence. I am satisfied that the tenant has been served in accordance with the *Residential Tenancy Act*.

The tenant has not provided any evidentiary material, and all 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 or utilities?
- Should the landlords be permitted to keep all or part of the security deposit in full or partial satisfaction of the claim?

Background and Evidence

The first landlord (EB) testified that this fixed-term tenancy began on May 1, 2022 and was to expire on May 1, 2023, however the tenant abandoned the rental unit before that. Rent in the amount of \$1,600.00 was payable on the 1st day of each month. At the outset of the tenancy the landlords collected a security deposit from the tenant in the amount of \$800.00 which is still held in trust by the landlords, and no pet damage deposit was collected. The rental unit is an apartment, and a copy of the tenancy agreement has been provided for this hearing.

The landlord further testified that the landlords have not received the tenant's forwarding address in writing. The landlords received the address in October, 2022 from another person who took possession of the rental unit in September, 2022 without the landlords' knowledge.

Rent for the month of October, 2022 has not been paid, which the landlords claim against the tenant. The tenant did not give any notice to the landlords to vacate the rental unit.

The second landlord (VB) testified that on October 4, 2022 the landlords went to the rental unit to serve a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the Notice), and gave it to people there, identified as a cousin of the tenant, and the tenant was no longer there. A copy of the Notice has been provided for this hearing, and it is dated October 4, 2022 and contains an effective date of vacancy of October 14, 2022 for unpaid rent in the amount of \$1,600.00 that was due on October 1, 2022. The tenant did not dispute the Notice.

The new tenants said that they moved in on September 1, 2022, who were removed by a Court Bailiff around May 5, 2023.

The landlords re-rented the rental unit in June, 2023.

The landlord also testified that the tenant did not pay the hydro bill amounting to \$693.92, which the landlords claim as against the tenant. A copy of the hydro bill and a statement from the hydro company have been provided for this hearing to confirm that amount. The bill and the Statement of Outstanding Account are addressed to the tenant at the address of the rental unit. The landlords have also provided a copy of a 30 Day Demand Letter for Payment sent to the tenant, dated October 4, 2022.

Analysis

I accept the undisputed testimony of the landlords that no rent was paid for the month of October, 2022, and I find that the landlords have established unpaid rent in the amount of \$1,600.00.

I have also reviewed the tenancy agreement which does not indicate that hydro is included in the rent. I have reviewed the hydro bill and letters, and I am satisfied that the tenant is liable for the hydro bill in the amount of \$693.92.

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

Having found that the landlords are entitled to compensation from the tenant totaling \$2,393.92 ($\$1,600.00 + \$693.92 + \$100.00 = \$2,393.92$), I order the landlords to keep the \$800.00 security deposit in partial satisfaction, and I grant a monetary order in favour of the landlords for the difference, totaling \$1,593.92. The tenant must be served with the order which may be filed in the Provincial Court of British Columbia, Small Claims division for enforcement.

Conclusion

For the reasons set out above, I hereby order the landlords to keep the \$800.00 security 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 \$1,593.92.

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: September 05, 2023

Residential Tenancy Branch