



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR-DR, MNR-DR, FFL

Introduction

This hearing was scheduled to convene at 11:00 a.m. on September 14, 2023 by way of conference call concerning an application made by the landlords seeking an order of possession and a monetary order for unpaid rent or utilities and to recover the filing fee from the tenant for the cost of the application. The landlords' application was originally made by way of the Direct Request process, which was adjourned to this participatory hearing, and an Interim Decision dated July 10, 2023 was provided to the parties.

One of the named landlords attended the hearing, gave affirmed testimony and represented all other named landlords. 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 indicated that the tenant was served with the Notice of Dispute Resolution Proceeding, the Interim Decision of July 10, 2023 and all evidence by registered mail on July 13, 2023 and has provided copies of a Canada Post Registered Domestic Customer Receipt addressed to the tenant and a Canada Post cash register receipt containing the tracking number dated July 13, 2023. I am satisfied that the tenant has been served in accordance with the *Residential Tenancy Act*.

At the commencement of the hearing, the landlord also indicated that the tenant notified the landlord that the tenant had vacated the rental unit, and the landlords have possession. Therefore, I dismiss the landlords' application for an order of possession.

All evidence of the landlords has been reviewed and is considered in this Decision.

Issue(s) to be Decided

The issue remaining to be decided is:

- Have the landlords established a monetary claim as against the tenant for unpaid rent or utilities?

Background and Evidence

The landlord testified that this fixed-term tenancy began on August 20, 2022 and was to revert to a month-to-month tenancy after August 31, 2023. However, the tenant called the landlord sometime during the first week of July, 2023 and stated that the tenant had vacated the rental unit. Rent in the amount of \$2,850.00 was payable on the 1st day of each month. At the outset of the tenancy the landlord collected a security deposit in the amount of \$1,425.00 which is still held in trust by the landlords, and no pet damage deposit was collected. The rental unit is a townhouse, and the landlords do not reside on the rental property. A copy of the tenancy agreement has been provided by the landlords for this hearing.

The landlord further testified that the tenant was served with more than one 10 Day Notice to End Tenancy For Unpaid Rent or Utilities. The tenant is in arrears the sum of \$8,550.00 for the months of May, June and July, 2023. The tenant sent a text message to the landlords telling the landlords to keep the security deposit for the unpaid rent for May, 2023, but has not provided the landlord with a forwarding address.

Analysis

The law says that a tenant must pay rent when it is due in accordance with the tenancy agreement.

I accept the undisputed testimony of the landlord that the tenant has not paid any rent for the months of May, June or July, 2023 and vacated the rental unit without notice to the landlords. I find that the landlords have established a monetary claim as against the tenant in the amount of \$8,550.00.

The landlord also testified that the tenant has not provided a forwarding address in writing. The law states that if a landlord may retain an amount from a security deposit, if at the end of the tenancy, the tenant agrees in writing that the landlord may retain the amount to pay a liability or obligation of the tenant. The landlord testified that the tenant

agreed in a text message that the landlord can keep the security deposit for rent owed for May, 2023. I accept that testimony, and I set off the unpaid rent of \$8,550.00 from the \$1,425.00 security deposit, leaving a balance owed to the landlords of \$7,125.00.

Since the landlords have been successful with the application the landlords are also entitled to recover the \$100.00 filing fee from the tenant.

I grant a monetary order in favour of the landlords as against the tenant in the amount of \$7,225.00. The tenant must be served with the order which may be filed in the Provincial Court of British Columbia, and enforced as an order of that Court.

Conclusion

For the reasons set out above, the landlords' application for an order of possession is hereby dismissed without leave to reapply.

I hereby order the landlord to keep the \$1,425.00 security deposit in partial satisfaction of the claim, 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 \$7,225.00.

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 14, 2023

Residential Tenancy Branch