



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes MNRL, FFL

Introduction

This hearing was scheduled to convene at 1:30 p.m. on March 14, 2024 concerning an application made by the landlord seeking a monetary order for unpaid rent and utilities and to recover the filing fee from the tenants for the cost of the application.

An agent for the landlord attended the hearing, gave affirmed testimony and provided evidentiary material in advance of the hearing. However, the line remained open while the telephone system was monitored for 10 minutes prior to hearing any testimony, and no one for the tenants joined the call.

The landlord has provided proof that each of the tenants was served with the Notice of Dispute Resolution Proceeding by email on February 14, 2024. The landlord's agent submitted that the tenancy agreement, a copy of which has been provided for this hearing, indicates that the parties had agreed in writing to accept service by email. I find that both tenants have been served in accordance with the *Residential Tenancy Act*.

The landlord's agent also testified that the landlord's evidentiary material was also served to the tenants. I accept that testimony and all evidence provided has been reviewed and is considered in this Decision.

Issue(s) to be Decided

Has the landlord established a monetary claim as against the tenants for unpaid rent and electricity costs?

Background and Evidence

The landlord's agent testified that the first tenancy was created with 2 tenants for a fixed term commencing on April 1, 2023 and was to revert to a month-to-month tenancy after

April 1, 2024. However 1 tenant moved out and a new tenancy agreement was prepared for the remaining tenant and another tenant. Copies of both tenancy agreements have been provided for this hearing, which both indicate that rent in the amount of \$1,400.00 is payable on the 1st day of each month. On April 1, 2023 the tenants paid a security deposit in the amount of \$700.00 as well as a pet damage deposit in the amount of \$700.00. The tenant's dog was removed from the property during the tenancy, and on August 15, 2023 the pet damage deposit was returned to the tenants. The rental unit is the upper level of a house, and the owner resides in the lower level.

The tenants failed to pay rent on February 1, 2024 and the landlord's agent sent reminders as well as a 10 Day Notice to End Tenancy For Unpaid Rent or Utilities, but a copy has not been provided for this hearing. The tenants moved out on February 15, 2024 without paying rent for February, and the landlord claims \$1,400.00. The landlord has provided a copy of an email from the landlord's agent to the tenants dated February 7, 2024 reminding the tenants that rent had not been paid within 5 days of a 10 Day notice and asking that the tenants remove items before February 12.

The owner discussed keeping the security deposit with the tenants for damages and unpaid rent, wherein the tenants agreed in writing that the landlord keep the security deposit. A copy has not been provided for this hearing, however the landlord's agent read the document into the record, which states: "Re: KO, Owner of rental property (address of rental unit), BC. I, CS and BO agree to release my damage deposit of \$700.00 to KO which was paid on April 1, 2023 due to the lack of rent payment for the rent of February, 2024." The landlord's agent testified that it is signed by both tenants and the owner and is on letterhead of the property management company.

A move-in condition inspection report was completed at the beginning of the tenancy, but a move-out condition inspection report was not completed at the end of the tenancy. The landlord has not received a forwarding address in writing from the tenants.

The landlord has also provided a copy of a Fortis Electricity bill in the amount of \$450.84, for which the landlord claims two-thirds totaling \$300.56.

Analysis

I have reviewed all of the landlord's evidentiary material, and I am satisfied that the tenants vacated the rental unit on February 15, 2024 without paying rent for that month, and the tenancy ended as a result of a notice to end the tenancy for unpaid rent. Therefore, I find that the landlord is entitled to recover \$1,400.00.

The tenancy agreement specifies that electricity is not included in the rent, and that utilities are paid directly to the landlord. I accept the undisputed testimony of the landlord's agent that the landlord claims two-thirds of the \$450.84 bill, which amounts to \$300.56 and I find that the landlord is entitled to recover that amount from the tenants.

Since the landlord has been successful with the application the landlord is also entitled to recover the \$100.00 filing fee from the tenants.

Although the landlord has not claimed the security deposit, I accept the undisputed testimony of the landlord's agent that the tenants had agreed in writing that the landlord keep the security deposit of \$700.00 toward rent for February, 2024, which I order be set off from the landlord's claim.

I order the landlord to keep the \$700.00 security deposit and I grant a monetary order in favour of the landlord as against the tenants for the difference of \$1,100.56 ($\$1,400.00 + \$300.56 + \$100.00 = \$1,800.56 - \$700.00 = \$1,100.56$). The tenants must be served with the order which may be filed in the Provincial Court of British Columbia, Small Claims division and enforced as an order of that Court.

Conclusion

For the reasons set out above, I hereby order the landlord to keep the \$700.00 security deposit and I grant a monetary order in favour of the landlord as against the tenants pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$1,100.56.

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: March 14, 2024

Residential Tenancy Branch