



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes MNRL-S, MNDL-S, LRSD, FFL

Introduction

This hearing was scheduled to convene at 1:30 p.m. on April 9, 2024 concerning an application made by the landlords seeking a monetary order for unpaid rent or utilities; a monetary order for damage to the rental unit or property; an order permitting the landlords to keep all or part of the security deposit or pet damage deposit; and to recover the filing fee from the tenant for the cost of the application.

Both named landlords attended the hearing, accompanied by an agent who 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 proof that the tenant was served with the Notice of Dispute Resolution Proceeding by email on December 9, 2023 and have also provided an Address for Service form signed by the tenant permitting documents to be served by email. I find that the tenant has been served in accordance with the *Residential Tenancy Act*. The landlord's agent submitted that all evidence was provided to the tenant with the Notice of Dispute Resolution Proceeding. I accept that and the evidence I find relevant to the application is considered in this Decision.

Issue(s) to be Decided

- Have the landlords established a monetary claim as against the tenant for unpaid rent?
- Have the landlords established a monetary claim as against the tenant for damage to the rental unit?
- 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 landlord's agent testified that this fixed-term tenancy began on November 1, 2022 and was to revert to a month-to-month tenancy after October 31, 2023, however the tenant vacated the rental unit on October 20, 2023. Rent in the amount of \$1,800.00 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 \$900.00 which is still held in trust by the landlords, and no pet damage deposit was collected. The rental unit is a mobile home on an acreage, not in a manufactured home park. A copy of the tenancy agreement has been provided for this hearing, which names 2 tenants, one of whom vacated earlier.

The landlord's agent further testified that the tenant was served with a One Month Notice to End Tenancy For Cause for repeated late rent. The Notice was dated September 20, 2023 and effective on October 31, 2023. The tenant did not dispute it and vacated earlier, but did not pay any rent for the month of October, 2023.

Move-in and move-out condition inspection reports were completed, and copies were given to the tenant and provided for this hearing. When the tenant moved out he took all the locks off the doors and left them on the counter, broken and in pieces. The doors were left unsecure, and the rental unit was not clean and was left damaged.

The landlords have provided a Monetary Order Worksheet setting out the following claims totaling \$2,528.06:

- \$1,258.06 for unpaid use and occupancy Oct 1 to 20th;
- \$300.00 for carpet cleaning; (Receipt provided dated November 22, 2023)
- \$500.00 for drywall repairs and lock replacement; (Invoice provided dated November 2, 2023) and
- \$470.00 for cleaning the unit and garbage removal. (Invoice provided.)

Numerous photographs have also been provided for this hearing, which the landlord's agent testified were taken on October 20, 2023.

The tenant has not served the landlords with an application claiming the security deposit, and the landlords have not received a forwarding address from the tenant. The rental unit was re-rented for December 1, 2023.

Analysis

Firstly, where a tenant vacates a rental unit in accordance with a notice to end a tenancy given by a landlord, the tenant is required to pay the rent. In this case, any notice that the tenant could have given to the landlord would not have taken effect until the end of October, 2023. Therefore, I find that the landlords are entitled to full month's rent for that month, \$1,800.00.

A tenant is required to leave a rental unit reasonably clean and undamaged at the end of a tenancy. I have also reviewed the condition inspection reports and the Invoices provided by the landlords, and I find that the landlords have established a claim for damages of \$1,270.00.

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 order the landlords to keep the \$900.00 security deposit in partial satisfaction of the claim for unpaid rent, and I grant a monetary order in favour of the landlords as against the tenant in the amount of \$2,270.00 ($\$1,800.00 - \$900.00 = \$900.00 + 1,270.00 + \$100.00 = \$2,270.00$). The tenant must be served with the order, which may be filed for enforcement in the Provincial Court of British Columbia, Small Claims division.

Conclusion

For the reasons set out above, I hereby order the landlords to keep the \$900.00 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 \$2,270.00.

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: April 10, 2024

Residential Tenancy Branch