



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNDC, MNSD, FF

Introduction

This matter dealt with an application by the Landlords for a Monetary Order for unpaid rent, for compensation for loss or damage under the Act, regulations or tenancy agreement, to retain the Tenant's security deposit and to recover the filing fee for this proceeding.

The Landlord's Agent said she served the Tenant by order of substitute service at the Tenant's place of work on March 19, 2014. Based on the evidence of the Landlord Agent, I find that the Tenant was served with the Landlords' hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenant's absence.

Issues(s) to be Decided

1. Are there rent arrears and if so, how much?
2. Are the Landlords entitled to compensation for unpaid rent and if so how much?
3. Is there a loss or damage and if so how much?
4. Are the Landlords entitled to compensation for the loss or damage and if so how much?
5. Are the Landlords entitled to keep the Tenant's security deposit?

Background and Evidence

This tenancy started on December 1, 2011 as a fixed term tenancy with an expiry date of November 30, 2013. Rent was \$1,500.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$750.00 on December 1, 2011. The Landlord's Agent said the Tenant moved out of the rental unit on November 15, 2013 as a result of an Order of Possession obtained by the Landlords because of a Notice to End Tenancy for unpaid rent dated September 6, 2013.

The Landlord's Agent said that the Tenant had rent arrears of \$5,750.29 as at September 1, 2013 so the Landlord issued a 10 Day Notice to End Tenancy dated September 6, 2013. The Landlord's Agent said the first dispute resolution hearing file # 538172 they received an Order of Possession with an effective date of 2 days after

service of the Order on the Tenant. The Landlord said the Tenant moved out on November 15, 2013.

Further the Landlord's Agent said she is requesting unpaid rent for October and November, 2013 in the amount of \$1,500.00 for each month for a total of \$3,000.00. In addition the Landlord's Agent said the Landlords' are claiming lost rental income for December, 2013 and January, 2014 in the amount of \$3,000.0 and the costs of changing the locks at the rental unit in the amount of \$138.55.

The Landlord's Agent also requested to recover the \$100.00 filing fee for the application.

Analysis

Section 26 says 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 Tenant occupied the rental unit for October and part of November, 2013 therefore the Tenant is responsible for the rent for those months as well as the unpaid rent indicated on the 10 Day Notice to End Tenancy for unpaid rent dated September 6, 2013 in the amount of \$5,750.29. I award the Landlords \$8,750.55 in unpaid rent.

With respect to the Landlords' claim for lost rental income of \$3,000.00 for December, 2013 and January, 2014; I find the expiry date of the Tenancy Agreement was November 30, 2013 and the Tenant was evicted on November 15, 2013 therefore there was no agreement to continue the tenancy past November 30, 2013. I find the tenancy ended on November 30, 2013. Consequently I dismiss the Landlords' claim for lost rental income of \$3,000.00.

Further it is the responsibility of a landlord to change the locks with each new tenancy therefore I dismiss the Landlords' claim for the cost of changing the locks on the rental unit in the amount of \$135.55.

As the Landlords have been partially successful in this matter, they are also entitled to recover from the Tenant the \$100.00 filing fee for this proceeding. I order the Landlords pursuant to s. 38(4) and s. 72 of the Act to keep the Tenant's security deposit in partial payment of the rent arrears. The Landlord will receive a monetary order for the balance owing as following:

Rent arrears:	\$ 8,750.29
Recover filing fee	\$ 100.00

	Subtotal:		\$8,850.29
Less:	Security Deposit	\$ 750.00	
	Subtotal:		\$ 750.00
	Balance Owing		\$ 8,100.29

Conclusion

A Monetary Order in the amount of \$8,100.29 has been issued to the Landlords. A copy of the Order must be served on the Tenant: the Monetary Order may be enforced in the Provincial (Small Claims) Court of British Columbia.

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: July 08, 2014

Residential Tenancy Branch