



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNDC, MNR, MND, MNSD, FF

Introduction

This hearing was convened in response to the Landlords' Application for Dispute Resolution, in which the Landlords applied for a monetary Order for money owed or compensation for damage or loss, for a monetary Order for unpaid rent, for a monetary Order for damage, to keep all or part of the security deposit, and to recover the fee for filing this Application for Dispute Resolution.

The male Landlord stated that on June 30, 2016 he personally served the Tenant with the Application for Dispute Resolution and the Notice of Hearing. I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*; however the Tenant did not appear at the hearing.

Preliminary Matter

Section 59(2)(b) of the *Act* stipulates that an Application for Dispute Resolution must include full particulars of the dispute that is to be the subject of the dispute resolution proceedings. I find that the Landlords' Application for Dispute Resolution does not provide full details of the Landlords' claim for damages. Although the Landlords declare that they are seeking compensation for damage to the rental unit, they provide no details of the nature of damage to the unit.

I find that the absence of detail makes it difficult, if not impossible, for the Tenant to respond to the claim for damage and I therefore decline to consider that claim at these proceedings. The Landlord retains the right to file another Application for Dispute Resolution claiming compensation for damage to the unit.

Issue(s) to be Decided

Is the Landlord entitled to compensation for unpaid rent and to keep all or part of the security deposit?

Background and Evidence

The male Landlord stated that:

- the tenancy began on October 01, 2015;

- there was a written tenancy agreement;
- rent of \$1,600.00 was due by the first day of each month;
- a security deposit of \$800.00 was paid; and
- the Tenant did not provide a forwarding address, in writing, at the end of the tenancy.

The female Landlord stated that:

- the Landlords and the Tenant had a verbal agreement that the tenancy would end on June 01, 2016;
- the Tenant vacated the rental unit, on June 07, 2016;
- neither party gave written notice to end the tenancy;
- no rent has been paid for May or June of 2016; and
- the unit was re-rented in September of 2016.

The Landlords are seeking compensation, in the amount of \$3,200.00, in rent for May and June of 2016.

Analysis

Section 44(1)(a) of the *Act* stipulates that a tenancy ends if the tenant or landlord gives notice to end the tenancy in accordance with section 45, 46, 47, 48, 49, 49.1, and 50 of the *Act*. On the basis of the undisputed evidence that neither party gave written notice to end this tenancy in accordance with these sections, I find that the tenancy did not end pursuant to section 44(1)(a) of the *Act*.

Section 44(1)(b) of the *Act* stipulates that a tenancy ends if the tenancy agreement is a fixed term tenancy agreement that provides that the tenant will vacate the rental unit at the end of the fixed term. As there is no evidence that this was a fixed term tenancy, I find that the tenancy did not end pursuant to section 44(1)(b) of the *Act*.

Section 44(1)(c) of the *Act* stipulates that a tenancy ends if the landlord and the tenant agree in writing to end the tenancy. As there is no evidence that the parties agreed in writing to end the tenancy, I find that the tenancy did not end pursuant to section 44(1)(c) of the *Act*.

Section 44(1)(d) of the *Act* stipulates that a tenancy ends if the tenant vacates or abandons the rental unit. On the basis of the undisputed evidence that the rental unit was vacated on June 07, 2016, I find that the tenancy ended on that day, pursuant to section 44(1)(d) of the *Act*.

Section 44(1)(e) of the *Act* stipulates that a tenancy ends if the tenancy agreement is frustrated. As there is no evidence that this tenancy agreement was frustrated, I find that the tenancy did not end pursuant to section 44(1)(e) of the *Act*.

Section 44(1)(f) of the *Act* stipulates that a tenancy ends if the director orders that it has ended. As there is no evidence that the director ordered an end to this tenancy, I find that the tenancy did not end pursuant to section 44(1)(f) of the *Act*.

On the basis of the undisputed evidence I find that the Tenant agreed to pay monthly rent of \$1,600.00 by the first day of each month. Section 26 of the *Act* requires tenants to pay rent when it is due. As the tenancy had not ended by June 01, 2016, I find that the Tenant was obligated to pay the rent for May and June of 2016.

On the basis of the undisputed evidence I find that rent was not paid for May or June of 2016, and that the Tenant owes the Landlords \$3,200.00 for rent for those months.

I find that the Application for Dispute Resolution has merit and that the Landlords are entitled to recover the fee for filing this Application for Dispute Resolution.

Conclusion

The Landlords have established a monetary claim, in the amount of \$3,300.00, which includes \$3,200.00 in unpaid rent and \$100.00 in compensation for the fee paid to file this Application for Dispute Resolution. Pursuant to section 72(2) of the *Act*, I authorize the Landlords to retain the Tenant's security deposit of \$800.00 in partial satisfaction of this monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the balance \$2,500.00. In the event the Tenant does not voluntarily comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: December 22, 2016

Residential Tenancy Branch