



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL-S, FFL

Introduction

This hearing was convened by way of conference call concerning an application made by the landlords seeking a monetary order for unpaid rent or utilities, an order permitting the landlords to keep all or part of the pet damage deposit or security deposit, and to recover the filing fee from the tenants for the cost of the application.

One of the landlords attended the hearing, gave affirmed testimony, and also represented the other landlord. However, the line remained open while the telephone was monitored for 10 minutes prior to hearing any testimony, and no one for the tenants joined the call. The landlord testified that the tenants were individually served with the Application for Dispute Resolution and notice of this hearing on October 15, 2018 by registered mail, and was permitted to provide proof of such service after the hearing had concluded. I have now received copies of a 2 Registered Domestic Customer Receipts and a Canada Post cash register receipt bearing that date, as well as 2 tracking documents from Canada Post verifying the landlord's testimony, and I am satisfied that each tenant has been served in accordance with the *Residential Tenancy Act*.

All evidence provided has been reviewed and is considered in this Decision.

Issue(s) to be Decided

- Have the landlords established a monetary claim as against the tenants for unpaid rent?
- Should the landlords be permitted to keep all or part of the pet damage deposit or security deposit in full or partial satisfaction of the claim?

Background and Evidence

The landlord testified that this fixed term tenancy began on January 1, 2018 and was to expire on May 31, 2018, which would have reverted to a month-to-month tenancy, however the tenants vacated the rental unit on or about May 4, 2018. The landlord is not certain of

the date the tenants vacated because a Property Manager was dealing with the tenancy at that time.

Rent in the amount of \$1,000.00 per month was payable on the 1st day of each month. At the outset of the tenancy the landlords collected a security deposit from the tenants in the amount of \$500.00 as well as a pet damage deposit in the amount of \$500.00, both of which are still held in trust by the landlords. The rental unit is a single family dwelling and a copy of the tenancy agreement has been provided as evidence for this hearing.

The tenants failed to pay full rent for the month of February, 2018, paying only \$500.00 and were to provide the landlords with receipts for the repairs they claimed they had made to the rental unit, but none were ever provided. Further, the tenants didn't pay rent for May, 2018. The tenants did not give the landlords any written notice to end the tenancy, but told the landlord they were moving out, but didn't say when.

The landlords claim \$1,500.00 for unpaid rent for February and May, 2018.

The tenants filed and served the landlords with an Application for Dispute Resolution claiming the pet damage deposit and security deposit and a hearing was held in July, 2018. The landlord hadn't filed an Application for Dispute Resolution claiming the deposits because the landlord thought they would be dealt with in that hearing. A Decision was made by the Arbitrator on July 6, 2018. The tenants had also applied for other relief, but hadn't yet vacated the rental unit when the application was made, and their claim for return of the deposits was dismissed with leave to reapply. The tenants told the Arbitrator that they moved out on April 30, 2018 and the move-out condition inspection report was completed on April 30, 2018, but hadn't received a copy. They also told the Arbitrator that they provided a forwarding address in writing that day. The landlords made an Application for Dispute Resolution immediately thereafter but cancelled the hearing due to a medical issue.

The tenants have not reapplied, and have not served the landlords with another Application for Dispute Resolution.

A move-in condition inspection report was completed at the beginning of the tenancy, and a move-out condition inspection report was completed at the end of the tenancy, attended by the landlords' Property Manager. A copy of the move-in and move-out portions has been provided for this hearing, however the date of move-out and the date of the move-out inspection report have not been filled in. The landlords have provided a copy of a letter from the Property Manager dated October 9, 2018 which states that after checking the writer's personal calendar and communications with the tenants, the writer firmly believes

the inspection was completed on May 4. The move-out condition inspection report contains a forwarding address of the tenants.

The landlords were able to re-rent for September, 2018 although advertising was done on Facebook and posters around town. The community does not have a low rental rate, and there were no renters to be found until then.

The landlords seek to keep the \$500.00 security deposit and the \$500.00 pet damage deposit in partial satisfaction of the claim, in addition to recovery of the \$100.00 filing fee.

Analysis

Firstly, I accept the undisputed testimony of the landlord that the tenants only paid half a months' rent for February, 2018, and the landlords are entitled to recovery of \$500.00.

A tenant is required to give the landlord 1 months' notice in writing to vacate a rental unit, and that notice must be received before the date rent is payable under the tenancy agreement. The tenants did not give the landlord any notice in writing, and I find that the earliest that a notice to end a tenancy if one had been given would not have been effective until May 31, 2018, and therefore the landlords are entitled to recovery of 1 months' rent, or \$1,000.00.

The landlord testified that the tenants told the Arbitrator in the July, 2018 hearing that they provided a forwarding address in writing to the landlords on April 30, 2018 and that they vacated the rental unit on April 30, 2018. The letter of the Property Manager does not indicate when the tenancy ended, but states that the move-out condition inspection report was completed on or about May 4, 2018, but I don't find that to be probative. I am not satisfied of the date that the landlords received the tenants' forwarding address in writing, considering the conflicting dates, and no evidence from the tenants.

Having found that the tenants owe \$500.00 for February's rent and \$1,000.00 for May's rent, I order the landlords to keep the \$500.00 pet damage deposit and \$500.00 security deposit in partial satisfaction. Since the landlords have been successful with the application the landlords are also entitled to recovery of the \$100.00 filing fee, and I grant a monetary order in favour of the landlords for the difference in the amount of \$600.00.

Conclusion

For the reasons set out above, I hereby order the landlords to keep the \$500.00 security deposit and \$500.00 pet damage deposit, and I grant a monetary order in favour of the

landlords as against the tenants pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$600.00.

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: February 07, 2019

Residential Tenancy Branch