



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNRL, MNDL-S, FFL

### Introduction

This hearing was scheduled to convene at 1:30 p.m. on October 10, 2023 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 a pet damage deposit or security deposit; and to recover the filing fee from the tenant for the cost of the application.

Both named landlords attended the hearing and each 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 were successful in obtaining a Substitutional Service order dated July 4, 2023 allowing the landlords to serve the Notice of Dispute Resolution Proceeding and all other required documents and evidence by email. The landlords have provided a Proof of Service document indicating that the tenant was served with the documents and evidence by email on July 10, 2023. I accept that, and I find that the tenant has been served in accordance with the *Residential Tenancy Act*.

All evidence of the landlords has been reviewed and 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 or property?
- 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 first landlord** (SL) 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. Rent in the amount of \$2,375.00 was payable on the 1<sup>st</sup> day of each month. At the outset of the tenancy the landlords collected a security deposit from the tenants in the amount of \$1,187.50 which is still held in trust by the landlords, and no pet damage deposit was collected. The rental unit is a condominium apartment and a copy of the tenancy agreement has been provided as evidence for this hearing.

The landlord further testified that the landlords were successful in obtaining an order of possession and a monetary order for unpaid rent for the month of May, 2023. A copy of the Decision dated June 21, 2023 has been provided as evidence for this hearing. The order of possession is effective on 2 days notice to the tenant, and the tenant actually vacated the rental unit on June 24, 2023. The landlords now seek unpaid rent for the month of June, 2023.

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, copies of which have also been provided for this hearing. The move-out portion is not signed by the tenant, and the landlord testified that multiple attempts were made to schedule the move-out inspection with the tenant but the tenant did not participate.

Cleaners were unable to remove cigarette stains and blood stains from the bedroom and living room carpets. The carpets were installed the day before the tenant took possession of the rental unit. A copy of an estimate dated October 8, 2022 has been provided for this hearing, which quotes a sum of \$4,593.72, and the landlords seek the amount of the security deposit of \$1,187.50.

The tenant has not provided the landlords with a forwarding address.

**The second landlord** testified that there were other damages to the walls, which were repaired by the landlord. Photographs have also been provided for this hearing.

### Analysis

Firstly, I accept the undisputed testimony of the landlord that the tenant was served with the order of possession but did not vacate until June 24, 2023. Therefore, I am satisfied that the landlords are entitled to recover \$2,375.00.

With respect to damages, the landlords claim only the amount of the security deposit, and considering the photographs and quote from the flooring company, I am satisfied that the landlords have established that much.

The *Residential Tenancy Act* requires a landlord to serve the tenant with a Final Opportunity to Schedule an Inspection, and the consequences for failing to do so is that the landlord's right to make a claim against the security deposit or pet damage deposit for damages is extinguished. In this case, the landlords did not serve the Notice in the approved form, however having found that the tenant is responsible for rent for the month of June, 2023, I order the landlords to keep the \$1,187.50 security deposit in partial satisfaction of the unpaid rent. 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 grant a monetary order in favour of the landlords as against the tenant in the amount of \$2,375.00 for unpaid rent for June, 2023 and \$1,187.50 for carpet replacement and recovery of the \$100.00 filing fee, less the security deposit of \$1,187.50, for a total monetary order in the amount of \$2,475.00. The tenant 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 landlords to keep the \$1,187.50 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 \$2,475.00.

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: October 10, 2023

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Residential Tenancy Branch