



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF

Introduction

This matter dealt with an application by the Landlord for a Monetary Order for unpaid rent, for damage to the unit, site or property, 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 he served the Tenant with the Application and Notice of Hearing (the "hearing package") by personal delivery on July 28, 2010. Based on the evidence of the Landlord's agent, I find that the Tenant was served with the Landlord's 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. Is the Landlord entitled to compensation for unpaid rent and if so how much?
3. Are there damages or losses to the Landlord and if so how much?
4. Is the Landlord entitled to compensation for the damages or losses and if so how much?
5. Is the Landlord entitled to keep the Tenant's security deposit?

Background and Evidence

This tenancy started on August 1, 2009 as a fixed term tenancy with an expiry date of July 31, 2010 and then renewed for another 1 year fixed term ending July 31, 2011. Rent was \$1,235.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$1,000.00 and a pet deposit of \$1,000.00 on August 1, 2009. The Landlord said on about May 29, 2011 the Tenant gave him notice that she was moving out on May 31, 2011. The Landlord said the Tenant moved out of the unit on May 31, 2011.

The Landlord's agent said a move in and move out condition inspection were done and this unit was new when the Tenant moved in. The Tenant was the first occupant of the rental unit.

The Landlord said the Tenant did not pay the April, 2011 rent of \$1,235.00 and the May, 2011 rent of \$1,235.00. As well the Tenant did not give proper move out notice and the Tenant moved out prior to the end of the fixed term tenancy. The Landlord said he is claiming the June, 2011 rent of \$1,235.00 for lost revenue. The Landlord continued to say the Tenant left the unit unclean so he paid \$224.00 in cleaning bills, as well he did \$183.15 in repairs for wall damage and pet damage and there were \$150.00 in strata fines that the Landlord paid for the Tenant. The Landlord said he included receipts for all the expenses that he incurred. The Landlord's agent said he agreed the total claim for the Landlord is \$4,262.15 less the deposits of \$2,000.00, which the Tenant agreed to forfeit on the move out condition inspection report.

Analysis

Section 26 of the Act 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.

Section 45 of the Act says a Tenant may end a fixed term tenancy not earlier than the date specified in the tenancy agreement and it must be with written notice at least one month prior to the date that rent is payable or with the agreement of the Landlord.

The Tenant did not give the Landlord proper notice to end the tenancy and the Tenant does not have the right under the Act to withhold part or all of the rent; therefore I find the Tenant is responsible for the rent for April, May and June, 2011 in the amount of \$3,705.00.

As well, I find the Landlord is entitled to the cleaning costs of \$224.00, repair costs to the unit of \$183.15 and to recover from the Tenant the Strata fines that the Tenant was charged, but did not pay in the amount of \$150.00.

As the Landlords have been successful in this matter, he is also entitled to recover from the Tenant the \$50.00 filing fee for this proceeding. I order the Landlord 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:



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	Rent arrears:	\$ 3,705.00
	Cleaning costs	\$ 224.00
	Repair costs	\$ 183.15
	Recover Strata fines	\$ 150.00
	Recover filing fee	\$ 50.00
	Subtotal:	\$ 4,312.50
Less:	Security Deposit	\$ 1,000.00
	Pet Deposit	\$ 1,000.00
	Subtotal:	\$ 2,000.00
	Balance Owing	\$ 2,312.15

Conclusion

A Monetary Order in the amount of \$2,312.15 has been issued to the Landlord. 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*.

Dispute Resolution Officer