



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Kamloops Apartment Rentals Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNR, MND, MNDC, MNSD, FF

Introduction

This hearing concerns the landlord's application for a monetary order as compensation for unpaid rent / compensation for damage to the unit, site or property / compensation for damage or loss under the Act, Regulation or tenancy agreement / retention of the security deposit / and recovery of the filing fee.

Both parties attended and gave affirmed testimony.

Issue(s) to be Decided

Whether the landlord is entitled to any of the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement, the month-to-month tenancy began on March 1, 2011. Monthly rent was due and payable in advance on the first day of each month. At the start of tenancy, rent was \$650.00. Effective July 1, 2012, rent was increased by \$27.00 to \$677.00. A security deposit of \$300.00 was collected near the start of tenancy. There is no move-in condition inspection report in evidence.

Arising from rent which remained unpaid when due on January 1, 2013, the landlord issued a 10 day notice to end tenancy dated January 3, 2013. The notice was served by posting on the tenant's door on that same date. A copy of the notice was submitted in evidence. Subsequently, the tenant made no further payment toward rent and he testified that he vacated the unit on or about January 14, 2013. He also testified that he made no contact with the landlord when he vacated the unit, he provided no forwarding address, and he did not return the key to the unit. The tenant also testified that he later attended the unit periodically in January and February in order to check for mail.

As the landlord had received no rent from the tenant for January, or later for February, the landlord proceeded to issue a second 10 day notice to end tenancy dated February 4, 2013. This notice was served by posting on the tenant's door on that same date. A copy of the notice was submitted in evidence.

Having received no rent for either January or February and, having heard nothing further from the tenant, the landlord posted a 24 hour notice and entered the unit on February 8, 2013. At that time the landlord determined that the unit appeared to have been vacated. The landlord also found that the unit had not been properly cleaned and debris / discarded items had been left behind. There is no move-out condition inspection report in evidence.

The landlord testified that on-line advertising for new renters began shortly after it had been determined that the tenant had vacated the unit. After cleaning and the removal of debris / discarded items, new renters took possession effective March 1, 2013.

Through a third party, the landlord became aware of the tenant's new address, and during the hearing the tenant confirmed that he currently still remains at that address. This is the same address used by the landlord for service of the hearing package, and the tenant confirmed that he had received the hearing package.

During the hearing the parties exchanged views around the various aspects of the landlord's application, some of which the tenant does not dispute.

Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: www.rto.gov.bc.ca

Based on the documentary evidence and testimony, the various aspects of the landlord's claim and my findings around each are set out below.

\$162.00: (6 x \$27.00) *unpaid increase in rent for the 6 month period from July to December 2012*

\$677.00: *unpaid rent for January 2013*

\$60.00: *cleaning (4 hours x \$15.00 per hour)*

\$240.00: *removal of debris / discarded items*

As the tenant does not dispute any of the above aspects of the landlord's application, I find that the landlord has established entitlement to the full amount(s) claimed.

\$677.00: *unpaid rent February 2013.*

While I find that the landlord attempted to mitigate the loss of rental income by advertising for new renters after determining on February 8, 2013 that the tenant had vacated the unit, and while I note that certain cleaning and removal of debris / discarded items had to be completed, I also find that after the failure of the tenant to pay any rent following issuance of the 10 day notice dated January 2, 2013, there was an inordinate delay on the part of the landlord to attempt to contact the tenant and / or to gain entry to the unit before issuing yet another 10 day notice in February 2013. In the result, I find that the landlord has established entitlement limited to **\$338.50**, or half of that claimed.

\$50.00: *filing fee.*

As the landlord has largely succeeded with this application, I find that the landlord has established entitlement to recovery of the full filing fee.

Sub-total: \$1,527.50

I order that the landlord retain the security deposit of **\$300.00**, and I grant the landlord a **monetary order** under section 67 of the Act for the balance owed of **\$1,227.50** (\$1,527.50 - \$300.00).

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$1,227.50**. Should it be necessary, this order may be served on the tenant, filed in the 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 *Residential Tenancy Act*.

Dated: May 15, 2013

Residential Tenancy Branch

