



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Green Glen Joint Ventures  
and [tenant name suppressed to protect privacy]

## **DECISION**

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

### **Introduction**

This is the Landlord's application for a Monetary Order for unpaid rent, damages and compensation for damage or loss under the Act, regulation or tenancy agreement; to retain the security deposit in partial satisfaction of its monetary claim; and to recover the cost of the filing fee from the Tenant.

The Landlord's agent JO gave affirmed testimony at the Hearing.

JO testified that the Notice of Hearing documents were mailed to the Tenant, via registered mail, to the Tenant's new address on May 28, 2013. JO provided the tracking numbers for the registered mail and stated that she had searched the Canada Post website and determined that the package was delivered on May 30, 2013.

Based on the affirmed testimony of the Landlord's agent, I am satisfied that the Tenant was duly served with the Notice of Hearing documents by registered mail. Service in this manner is deemed to be effected 5 days after mailing the documents. Despite being served with the Notice of Hearing documents, the Tenant did not sign into the teleconference and the Hearing proceeded in his absence.

### **Preliminary Matters**

The Tenant's name was corrected on the Landlord's Application to reflect the correct spelling of his first name.

The Landlord's address for service was corrected on the Landlord's application to reflect the correct suite number.

### **Issues to be Decided**

- Is the Landlord entitled to a Monetary Order, and if so, in what amount?

### **Background and Evidence**

JO gave the following testimony:

A copy of the tenancy agreement was provided in evidence. This tenancy began on

April 1, 2012. It was a one year term lease, ending March 31, 2013. Monthly rent was \$1,020.00, due the first day of each month. The Tenant paid a security deposit in the amount of \$510.00 and a key deposit in the amount of \$35.00 on March 29, 2012.

The Tenant had a roommate who moved out of the rental unit in September or October, 2012. Another roommate (R) moved in when the first roommate moved out. Neither roommate was a party to the tenancy agreement.

Rent was not paid for October or November, 2012. The Landlord issued a Notice to End Tenancy for Unpaid rent on November 7, 2012 and a Notice to End Tenancy for Cause on November 14, 2013. Copies of the Notices were provided in evidence.

JO spoke to R in October, who advised JO that the Tenant "had not been around". The Tenant was employed up North and his employer had called him away on short notice for extended periods in the past, so JO assumed that he would be back. However, when rent was not paid in November, JO suspected that the Tenant had abandoned the rental unit. JO told R he had to move out, and he vacated the rental unit on December 27, 2012, leaving abandoned furniture.

R did not clean the rental unit before moving out. The Landlord provided photographs of the rental unit, taken after R moved out, in evidence.

The rental unit was re-rented on March 22, 2013. JO applied to amend the Landlord's application to include loss of revenue for December, 2012. The Landlord is not seeking to recover loss of revenue for January 1, 2013 – March 22, 2013.

The Tenant has never provided the Landlord with a notice to end the tenancy. JO has had conversations with the Tenant, but he refuses to negotiate. The Tenant did not return the keys to the rental unit.

The Landlord seeks a monetary award, calculated as follows:

Unpaid rent and loss of revenue for October, November and December, 2012 (\$1,020.00 x 3)	\$3,060.00
Cost to steam clean carpets	\$168.00
Cost to clean the rental unit	\$240.00
Cost of hauling garbage	\$160.00
Liquidated damages (per tenancy agreement)	<u>\$350.00</u>
TOTAL CLAIM	\$3,978.00

## **Analysis**

I accept JO's affirmed undisputed testimony in its entirety.

I find that the Tenant did not end the tenancy in accordance with the requirements of the Act and that the Landlord suffered a loss as a result of the Tenant's breach. I allow the Landlord's application to amend its claim to include loss of revenue for the month of December, 2013, and find that the Landlord is entitled to a monetary award in the amount of \$3,060.00.

The tenancy agreement includes a clause for liquidated damages in the amount of \$350.00. Therefore, this portion of the Landlord's application is also granted.

I find that the Landlord did not provide sufficient evidence to support its claim for damages. The Landlord did provide any receipts or invoices for the cost of cleaning and hauling. Therefore, this portion of the Landlord's claim is dismissed without leave to reapply.

The Landlord may apply the security deposit and key deposit towards partial satisfaction of its monetary claim. No interest has accrued on the security deposit.

The Landlord has been successful in its application and I find that it is entitled to recover the cost of the \$50.00 filing fee from the Tenant.

I hereby provide the Landlord with a Monetary Order, calculated as follows:

Unpaid rent and loss of revenue	\$3,060.00
Liquidated damages	\$350.00
Recovery of the filing fee	<u>\$50.00</u>
Subtotal	\$3,460.00
Less security deposit and key deposit	<u>- \$545.00</u>
<b>TOTAL AMOUNT DUE TO THE LANDLORD AFTER SET-OFF</b>	<b>\$2,915.00</b>

## **Conclusion**

I hereby provide the Landlord with a Monetary Order in the amount of **\$2,915.00** for service upon the Tenant. This Order may be filed in the Provincial Court of British Columbia (Small Claims) 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: September 04, 2013

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Residential Tenancy Branch