



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Vancouver Management Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

MNR, MNSD, FF

Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for unpaid rent; to keep all or part of the security deposit; and to recover the fee for filing this Application for Dispute Resolution. It is readily apparent from information on Application for Dispute Resolution that the Landlord is also seeking a monetary Order for damage to the rental unit and the Application for Dispute Resolution has, therefore, been amended to include this claim.

The Agent for the Landlord stated that on August 16, 2013 the Application for Dispute Resolution and Notice of Hearing were sent to the Tenant, via registered mail, at a forwarding address provided by the Tenant at the end of the tenancy. The Landlord submitted Canada Post Documentation that corroborates this statement. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89 of the *Act*, however the Tenant did not appear at the hearing.

The Agent for the Landlord stated that on October 30, 2013 documents the Landlord wishes to rely upon as evidence were sent to the Tenant, via registered mail, at a forwarding address provided by the Tenant at the end of the tenancy. The Landlord submitted Canada Post Documentation that corroborates this statement. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 88 of the *Act*, and I accept them as evidence for these proceedings.

Issue(s) to be Decided

Is the Landlord entitled to compensation for unpaid rent/loss of revenue; to compensation for cleaning the rental unit; and to retain all or part of the security deposit?

Background and Evidence

The Agent for the Landlord stated that this tenancy began on April 01, 2012; that the Tenant agreed to pay monthly rent of \$725.00 by the first day of each month; and that the Tenant paid a security deposit of \$363.50. A copy of the tenancy agreement was submitted that corroborates this testimony.

The Building Manager stated that a condition inspection report was completed at the beginning and the end of this tenancy, a copy of which was submitted in evidence.

The Agent for the Landlord stated that on July 24, 2013 the Tenant provided notice of her intent to vacate the rental unit on August 01, 2013, and that she did vacate the rental unit on August 01, 2013. The Landlord is seeking compensation for lost revenue for August of 2013, as the unit was not rented during that month. The Building Manager stated that the rental unit was advertised on a popular website shortly after the rental unit was vacated.

The Landlord is seeking compensation, in the amount of \$140.00 for cleaning the rental unit and disposing of items left in the rental unit. The Building Manager stated that the rental unit was not left in clean condition; that there was furniture left in the unit; and that she noted these deficiencies on the condition inspection report. The Landlord submitted invoices to show that the Building Manager charged \$140.00 for cleaning the unit.

The Agent for the Landlord stated that although the Tenant agreed that the information on the condition inspection report accurately reflected the condition of the rental unit at the end of the tenancy, she did not agree to the deductions noted on the report. He stated that those amounts were added to the report after it was signed by the Tenant, as the amounts were not known at the time of signing.

The Agent for the Landlord stated that the Tenant was obligated to pay for hydro used during the tenancy and that at the end of the tenancy there was an unpaid hydro bill of \$43.30. The Landlord did not submit a copy of an invoice or receipt to corroborate this claim.

Analysis

On the basis of the undisputed evidence, I find that the Tenant failed to comply with section 45 of the *Residential Tenancy Act (Act)* when she failed to provide the Landlord with written notice of her intent to end the tenancy on a date that is not earlier than one month after the date the Landlord received the notice and is the day before the date that rent is due. To end this tenancy on July 31, 2013 in compliance with section 45 of the *Act*, the Tenant would have had to provide written notice to the Landlord on, or before, June 30, 2013. As the Tenant did not give written notice to the Landlord until July 24, 2013, I find, pursuant to section 53 of the *Act*, that the earliest effective date of this notice was August 31, 2013.

On the basis of the undisputed evidence I find that the Landlord made reasonable efforts to find new tenants for August 01, 2013 but that the Landlord was unable to find a new tenant for the month of August. I therefore find that the Tenant must pay rent for month of August, pursuant to section 67 of the Act, as her failure to comply with section 45 of the *Act* significantly contributed to lost revenue for that period.

On the basis of the undisputed evidence, I find that the Tenant failed to comply with section 37(2) of the *Act* when she failed to leave the unit in reasonably clean condition. I therefore find that the Landlord is entitled to compensation for the \$140.00 that was paid to clean the unit and dispose of items left behind by the Tenant.

I find that the Landlord has submitted insufficient evidence to show that there is an unpaid hydro bill of \$43.30. In reaching this conclusion I was heavily influenced by the absence of documentary evidence, such as an invoice, that corroborates the testimony that these costs were incurred and that shows they have not yet been paid by the Tenant. I therefore dismiss the Landlord's claim for compensation for hydro charges.

I find that the Landlord's application has merit and that the Landlord is entitled to recover the filing fee from the Tenant for the cost of this Application.

Conclusion

I find that the Landlord has established a monetary claim, in the amount of \$915.00, which is comprised of \$725.00 in unpaid rent, \$140.00 for cleaning, and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution. I authorize the Landlord to retain the security deposit of \$362.50, in partial satisfaction of this monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the balance of \$552.50. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia 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: November 22, 2013

Residential Tenancy Branch

