



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Bolld Enterprises Inc.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNR, MNSD, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for unpaid rent - Section 67;
2. A Monetary Order for damages to the unit – Section 67;
3. An Order to retain the security deposit - Section 38; and
4. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Tenant did not attend the hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Is the Landlord entitled to recovery of the filing fee?

Background and Evidence

The tenancy started February 1, 2013 and ended on November 5, 2013. Rent of \$1,250.00 was payable monthly and at the outset of the tenancy the Landlord collected \$625.00 as a security deposit and \$625.00 as a pet deposit. The tenancy agreement incorporates strata bylaws and the Tenant was provided a copy of these bylaws. The Parties mutually conducted both a move-in and move out inspections and reports were

completed. The Tenant provided its forwarding address on the move-out inspection report. On this report the Tenant agrees to a deduction from the security deposit for damages to the unit however the amount agreed to is not noted.

The tenancy was ended by the Landlord for cause and the notice given to the Tenant provided October 31, 2013 as the effective date. The Landlord advertised the unit at the beginning of October 2013 however the Tenant refused to allow the Landlord to show the unit to prospective tenants and the unit was not rented out until December 15, 2013. The Landlord first advertised the unit for \$1,300.00 per month however this amount was reduced during the month to \$1,200.00. The Landlord claims unpaid rent for November and December 2013.

During the tenancy the Landlord was informed that the Tenant breached a strata bylaw by allowing a visitor to bring a dog into the unit and the Landlord was fined \$200.00 by the Strata council. The Landlord claims this amount.

The Tenant left the unit with damages to the unit as set out in the invoice with the exception of the costs for re-grouting the bathroom tiles as this repair was not caused by anything done by the Tenant. The Landlord claims \$250.00 out of the invoice total of \$350.00.

Analysis

Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. In a claim for damage or loss under the Act, regulation or tenancy agreement, the party claiming costs for the damage or loss must prove, inter alia, that the damage or loss claimed was caused by the actions or neglect of the responding party, that reasonable steps were taken by the claiming party to minimize or mitigate the costs claimed, and that costs for the damage or loss have been incurred or established. Although the Landlord ended the tenancy after which no further rent would be payable except for over holding, based on the Landlord's undisputed evidence that the Tenant

failed to allow the Landlord to show the unit to prospective renters, I find that the Tenant caused the Landlord to lose rental income and that the Landlord has substantiated its claim to rent for November 2013 and half of December 2013 in the amount of **\$1,875.00**. Based on the Landlord's undisputed evidence of a strata rule being broken by the Tenant resulting in a fine by the Strata, I find that the Landlord has substantiated its claim to **\$200.00**.

Section 37 of the Act provides that when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear. Based on the undisputed evidence of the Landlord I find that the Tenant left the unit with damages and that the Landlord has substantiated its claim for **\$250.00**.

As the Landlord has been successful with its claims I find that the Landlord is also entitled to recovery of the \$50.00 filing fee for a total entitlement of \$2,375.00. Deducting the combined pet and security deposits of \$1,250.00 plus zero interest from this entitlement leaves \$1,125.00 owed by the Tenant to the Landlord.

Conclusion

I Order the Landlord to retain the security and pet deposit plus interest of \$1,250.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the amount of **\$1,125.00**. If necessary, this order may be 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: March 10, 2014

Residential Tenancy Branch

