



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Pemberton Homes  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNR, MNSD, MNDC, FF

### Introduction

This hearing dealt with an application by the landlord for a monetary order for unpaid rent and for money owed or compensation for damage or loss under the Act, Regulation, or tenancy agreement.

A representative for the landlord attended the teleconference hearing and gave evidence. The tenant did not attend. The landlord gave evidence that the tenant was served with the Notice of a Dispute Resolution Hearing and Landlord's Application for Dispute Resolution by registered mail on January 9, 2014. I find that the tenant was properly served.

### Issue(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent?

Is the landlord entitled to a monetary order for money owed or compensation for damage or loss under the Act, Regulation, or tenancy agreement?

### Background and Evidence

The tenancy agreement indicates the tenancy started on January 1, 2013 and the tenant was obligated to pay rent of \$975.00 monthly in advance on the first day of the month. The tenant also paid a security deposit of \$487.50.

The landlord provided a copy of a note from the tenant dated November 30, 2013 which reads "I am writing to let you know that I will be moving from [address]. The place will be clean and ready for a walk through on Dec. 10<sup>th</sup>, 2013. I am aware that I am responsible for Decembers rent. I would like to use my damage deposit towards the amount owing."

The landlord gave evidence that the tenant did not pay any rent for December 2013. His evidence is that the tenant moved in with a tenant in another rental unit in the same complex around December 4, 2013. The tenant's rental unit was not clean or vacant at December 10, 2013.

The landlord's evidence is that the resident caretaker spoke to the tenant many times to try to arrange a move-out inspection. The tenant did not make herself available for a move-out inspection until January 3, 2014 and she returned the keys on that day. The landlord's evidence is that the rental unit was not clean on that day and required cleaning before it could be re-rented.

The landlord's evidence is that they could not show the rental unit to new prospective tenants until after January 3, 2014. The landlord found a new tenant for February 1, 2014. The landlord claims lost rent for the months of December 2013 and January 2014.

The landlord provided a copy of a Notice of Rent Increase dated September 26, 2013 advising the tenant that her rent would increase to \$997.00 on January 1, 2014.

The landlord gave evidence that the building normally has four to six vacant units. The rental unit in this application is more desirable than some other units because it is on the side of the building that gets more light.

### Analysis

I accept the landlord's evidence that the tenant did not pay any rent for December 2013 and did not make herself available for the move-out inspection until January 3, 2014.

The landlord is entitled to rent for December 2013 of \$975.00. I find that the tenant's late departure on January 3, 2014 and inadequate cleaning led to a loss for the landlord because the landlord was unable to offer the rental unit to prospective tenants until after January 3, 2014. The landlord is entitled to compensation for that loss and I set that compensation at one month's rent.

The maximum rent increase that was allowable for January 2014 is 2.2%, which is \$21.45 on a base rent of \$975.00. The landlord's Notice of Rent Increase was for an increase of \$22.00, an amount that is very slightly above the maximum allowable rent increase. I find the correct new rent amount was \$996.45 and I award the landlord compensation of that amount for January 2014. The landlord is also entitled to recover his RTB filing fee of \$50.00.

The total amount due the landlord is \$2,021.45. I order that the landlord retain the security deposit of \$487.50 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1,533.95. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order for \$1,533.95.

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: April 07, 2014

---

Residential Tenancy Branch

