



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, MNSD, MNDC, FF

### Introduction

This hearing was convened by way of conference call in response to the landlord's application for a Monetary Order for unpaid rent; for an Order permitting the landlord to keep all or part of the tenant's security deposit; for a Monetary Order for money owed or compensation for damage or loss under the *Residential Tenancy Act (Act)*, regulations or tenancy agreement; and to recover the filing fee from the tenant for the cost of this application.

Service of the hearing documents, by the landlord to the tenant, was done in accordance with section 89 of the *Act*; served by registered mail on April 09, 2014. Canada Post tracking numbers were provided by the landlord in documentary evidence. The tenant was deemed to be served the hearing documents on the fifth day after they were mailed as per section 90(a) of the *Act*.

The landlord appeared, gave sworn testimony, was provided the opportunity to present evidence orally, in writing, and in documentary form. There was no appearance for the tenant, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. All of the testimony and documentary evidence was carefully considered.

### 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?
- Is the landlord permitted to keep the security deposit?

### Background and Evidence

The landlord testified that this tenancy started on May 01, 2013 for a fixed term tenancy which was not due to end until April 30, 2014. Rent for this unit was \$1,300.00 per month and was due on the 1<sup>st</sup> day of each month. The security deposit was agreed at \$650.00. The landlord provided a copy of the tenancy agreement in documentary evidence.

The landlord testified that the tenancy agreement was for rent and the security deposit to be paid in Canadian dollars. However, the tenant paid the rent and security deposit in US dollars which left a short fall each month throughout the tenancy with the exception of February, 2014 where there was a credit due to the strength of the Canadian dollar at that time.

The landlord has provided documentary evidence showing the short fall each month. This evidence indicates that there is a shortfall of \$343.16 in 2013 and \$56.25 in 2014 with a credit in 2014 of \$94.98. The total amount the tenant owes in unpaid rent is therefore \$304.93.

The landlord testified that the tenant vacated the rental unit on March 28, 2014 without proper notice to end the tenancy. The landlord was able to re-rent the unit on April 05, 2014 and therefore the landlord amends her claim to recover a loss of rental income for April of \$173.33.

The landlord testified that the tenant failed to leave the rental unit reasonable clean at the end of the tenancy. The landlord engaged the services of a cleaner who charged the

landlord \$40.00 to clean the unit. The tenant has agreed in writing that the landlord may deduct the cost for cleaning from the security deposit. A copy of the email correspondence between the landlord and the tenant, or the tenant's father on behalf of the tenant, has been provided in documentary evidence.

The landlord testified that she deducted the rent owed of \$304.93 and the cleaning costs of \$40.00 from the security deposit. The balance of the security deposit of \$255.57 was returned to the tenant on April 05, 2014. The landlord seeks an Order to retain the amount of \$344.93 from the security deposit.

The landlord seeks to recover the filing fee of \$50.00 for this application.

### Analysis

The tenant did not appear at the hearing to dispute the landlord's claims, despite having been given a Notice of the hearing; therefore, in the absence of any evidence from the tenant, I have carefully considered the landlords documentary evidence and sworn testimony before me.

If a tenant pays rent using funds from outside Canada the tenant is responsible for a shortfall in the rent due to the exchange rate between the countries. In this case I am satisfied from the evidence presented from the landlord that there was shortfall in rent each month in 2013 and in January and March, 2014 of \$399.41. I am also satisfied that there was a credit for February, 2014 of \$94.98 due to the exchange rate in favour of the Canadian dollar. It is therefore my decision that the tenant owes rent of \$304.93.

With regard to the landlord's claim for a loss of rent for April, 2014; this was a fixed term tenancy and therefore the tenant is not able to end the tenancy before the end of the fixed term which in this case was April 30, 2014 pursuant to s.45(2) of the *Act*. The tenant vacated the unit on March 28, 2014 one month prior to the end of the fixed term. Consequently, the landlord would have been entitled to rent for April from the tenant.

However; as the landlord was able to re-rent the unit on April 05, 2014 the landlord has only lost rent for the first four days of April. I have calculated this on a daily basis of \$43.33 a day for four days to a total amount of \$173.32 and find the landlord is entitled to recover this from the tenant.

With regard to the landlord's claim to keep \$344.93 of the security deposit; when a tenant agrees in writing that a landlord may make a deduction from a security deposit then a landlord is entitled to do so. I am satisfied from the evidence before me that the tenant or the tenant father acting on behalf of the tenant agreed the landlord could keep \$40.00 for cleaning from the security deposit. I therefore uphold the landlord's claim to keep the \$40.00 for cleaning and the rent owed of \$304.93. The landlord has returned the balance of the security deposit to the tenant of \$255.57 on April 05, 2014.

The landlord is entitled to recover the \$50.00 filing fee pursuant to s. 72(1) of the *Act*. A Monetary Order will be issued to the landlord for the loss of rent of **\$173.32** pursuant to s. 67 of the *Act* and the **\$50.00** filing fee.

### Conclusion

I HEREBY FIND in favor of the landlord's amended monetary claim. A copy of the landlord's decision will be accompanied by a Monetary Order for **\$223.32**. The Order must be served on the respondent. Should the respondent fail to comply with the Order, the Order may be enforced through the Provincial Court 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: August 01, 2014

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Residential Tenancy Branch

