



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Rowan Property Mgmt Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by two agents for the landlord.

The landlord testified the tenant was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by registered mail on June 11, 2014 in accordance with Section 89. As per Section 90, the documents are deemed received by the tenant on the 5th day after it was mailed.

Based on the testimony of the landlord, I find that the tenant has been sufficiently served with the documents pursuant to the *Act*.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent; for compensation for damage and/or cleaning; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 37, 38, 67, and 72 of the *Act*.

Background and Evidence

The landlord submitted the following documents into evidence:

- A copy of a tenancy agreement signed by the parties on October 26, 2006 for a 1 year fixed term tenancy beginning on December 1, 2006 that converted to a month to month tenancy on December 1, 2007 for a current monthly rent of \$800.00 due on the 1st of each month with a security deposit of \$375.00 paid on October 26, 2006;
- A copy of a letter from the tenant to the landlord dated March 31, 2014 provided as the tenant's notice to end the tenancy effective April 30, 2014;

- A copy of an invoice for work completed on the rental unit claiming \$406.34 for a total of 14.5 hours of work completed by three people and supplies. The invoice indicates that work completed included cleaning and some minor repairs.

I note also that the landlord provided additional documentation included move in and move out condition inspection reports; photographs and invoices for cleaning and supplies.

The landlord submits the tenant did provide notice of her intend to vacate the rental unit by the end of April 2014 but that she had requested an additional couple of days at the beginning of May 2014 which the landlord allowed and charged the tenant \$51.60 for overholding.

The landlord also submits, however, that the tenant had left a number of things behind, so much so that they could not consider the unit abandoned. They attempted to contact the tenant on several occasions and she did remove some additional items but did return for a move out condition inspection on May 26, 2014. The landlord seeks rent for the balance of May 2014.

Based on the photographic and documentary evidence the landlord also seeks compensation for cleaning and minor repairs in the amount of \$406.34.

Analysis

To be successful in a claim for compensation for damage or loss the applicant has the burden to provide sufficient evidence to establish the following four points:

1. That a damage or loss exists;
2. That the damage or loss results from a violation of the *Act*, regulation or tenancy agreement;
3. The value of the damage or loss; **and**
4. Steps taken, if any, to mitigate the damage or loss.

Based on the undisputed testimony and evidence of the landlord I find the tenant failed to move out all of her belongings or return possession of the rental unit until May 26, 2014. As such, I find the tenant owes the landlord rent for the entire month of May 2014 less the \$51.60 paid for a total owing of \$748.40.

Section 37 of the *Act* requires a tenant who is vacating a rental unit to leave the unit reasonably clean, and undamaged except for reasonable wear and tear, and give the landlord all keys or other means of access that are in the possession and control of the tenant and that allow access to and within the residential property.

Based on the landlord's undisputed evidence and testimony I find the tenant failed to comply with her obligations under Section 37 of the *Act* and as a result the landlord has

suffered a financial loss. I find the landlord has established the value of that loss through the provision of invoices and receipts, in the amount of \$406.34.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$1,204.74** comprised of \$748.40 rent owed; \$406.34 cleaning and minor repairs and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$386.70 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$818.04**.

This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: October 08, 2014

Residential Tenancy Branch

