



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNR, MND, MNDC, MNSD, FF

Introduction

This hearing was scheduled in response to the landlord's application for a monetary order as compensation for unpaid rent / compensation for damage to the unit, site or property / compensation for damage or loss under the Act, Regulation or tenancy agreement / retention of the security deposit / and recovery of the filing fee. The landlord attended and gave affirmed testimony. The tenant did not appear.

The landlord's application for dispute resolution was filed on August 27, 2014. The landlord testified that he served the application for dispute resolution and the notice of hearing (the "hearing package") by way of registered mail. Evidence submitted by the landlord includes the Canada Post tracking number for the registered mail. The Canada Post website informs that the hearing package was "accepted at the Post Office" on August 29, 2014, that it was "unclaimed by recipient," and that it was ultimately returned to the landlord ("sender") on October 07, 2014.

In response to the tenant's application a previous hearing was held on September 11, 2014, with a decision issued by date of September 25, 2014. In summary, the tenant's application was dismissed. As to the tenant's provision of a forwarding address, the previous decision reads, in part, as follows:

The tenant's agent gave evidence that the tenant provided a forwarding address to the landlord in writing on the Tenant's Application for Dispute Resolution, which was served on the landlord shortly after May 12, 2014.

During the present hearing the landlord testified that that the tenant did not provide him with any alternate address subsequent to the decision, as above. The landlord also testified that the address he used for service of the hearing package was the address provided by the tenant in her application for dispute resolution which was filed in May 2014. Pursuant to section 90 of the Act which addresses **When documents are considered to have been received**, I find that the landlord's hearing package is deemed to have been received by the tenant on September 03, 2014, which is the 5th day after it was mailed.

Issue(s) to be Decided

Whether the landlord is entitled to the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement the term of tenancy was from December 15, 2013 to December 14, 2014. Monthly rent was \$1,100.00, and the landlord testified that it was due and payable in advance on the first day of each month. A security deposit of \$600.00 was collected. A move-in condition inspection report was not completed.

The landlord testified that while rent was paid for April 2014, the tenant vacated the unit at some point during that month, failed to return all keys issued to her at the start of tenancy, and made no further payments toward rent. The tenant did not provide any formal notice of her intent to end tenancy, and the landlord eventually determined that the tenant had abandoned the unit. A move-out condition inspection report was not completed. The landlord found new renters for the unit effective July 01, 2014.

Analysis

In the circumstances of this dispute, the attention of the parties is drawn to the following particular sections of the Act:

Section 23: **Condition inspection: start of tenancy or new pet**

Section 24: **Consequences for tenant and landlord if report requirements not met**

Section 35: **Condition inspection: end of tenancy**

Section 36: **Consequences for tenant and landlord if report requirements not met**

Based on the documentary evidence which includes, but is not limited to, receipts and photographs, in addition to the affirmed / undisputed testimony of the landlord, the various aspects of the landlord's claim and my findings around each are set out below.

\$1,100.00: *unpaid rent / loss of rental income for May 2014*

\$1,100.00: *unpaid rent / loss of rental income for June 2014*

I find that the tenant failed to give notice to end the fixed term tenancy in compliance with section 45 of the Act which speaks to **Tenant's notice**. Further, I find that the landlord attempted to mitigate the loss of rental income by undertaking in a timely fashion to find new renters as required by section 7 of the Act, which speaks to **Liability**

for not complying with this Act or a tenancy agreement. In the result, I find that the landlord has established entitlement to the full amount(s) claimed.

\$1,890.00: *ozone treatment / disinfectant*

\$103.78: *fibreglass insulation*

\$60.00: *rubbish disposal*

In the absence of the comparative results of move-in and move-out condition inspection reports, the above aspects of the landlord's application are hereby dismissed.

\$30.45: *replacement of mailbox keys*

\$28.57: *replacement of door locks*

Section 37 of the Act speaks to **Leaving the rental unit at the end of a tenancy**, in part:

37(2) When a tenant vacates a rental unit, the tenant must

(b) give the landlord all the keys or other means of access that are in the possession or control of the tenant and that allow access to and within the residential property.

I find that as the tenant failed to return all keys which had been provided to her by the landlord when tenancy began, the landlord has established entitlement to the full amount(s) claimed.

\$9.14: *digital photos*

Section 72 of the Act addresses **Director's orders: fees and monetary orders**. With the exception of the filing fee for an application for dispute resolution, the Act does not provide for the award of costs associated with litigation to either party to a dispute. Accordingly, this aspect of the landlord's claim is hereby dismissed.

\$50.00: *filing fee*

As the landlord has achieved a measure of success with this application, I find that the landlord has established entitlement to recovery of the full filing fee.

Sub-total entitlement: \$2,309.02

Section 72 of the Act, as noted above, further provides in part as follows:

72(2) If the director orders a party to a dispute resolution proceeding to pay any amount to the other, including an amount under subsection (1), the amount may be deducted

(b) in the case of payment from a tenant to a landlord, from any security deposit or pet damage deposit due to the tenant.

Following from all of the above, I order that the landlord retain the security deposit of **\$600.00**, and I grant the landlord a **monetary order** for the balance owed of **\$1,709.02** (\$2,309.02 - \$600.00).

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$1,709.02**. Should it be necessary, this order may be served on the tenant, 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 17, 2015

Residential Tenancy Branch

