



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding E Y Properties Ltd
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MND, MNDC, MNSD, FF

Introduction

This hearing was convened by way of conference call concerning an application made by the landlord for a monetary order for unpaid rent or utilities; for a monetary order for damage to the unit, site or property; for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement; for an order permitting the landlord to keep all or part of the pet damage deposit or security deposit; and to recover the filing fee from the tenant for the cost of the application.

An agent for the landlord company attended the hearing, gave affirmed testimony and provided evidentiary material in advance of the hearing. However, despite being served with the Landlord's Application for Dispute Resolution and notice of this hearing on February 19, 2015 by registered mail, no one for the tenant appeared. The landlord's agent testified that the tenant was served on that date and in that manner and has provided a copy of a Canada Post cash register receipt bearing that date as well as a copy of both sides of a Registered Domestic Customer Receipt bearing that date and the name and address of the tenant. I am satisfied that the tenant has been served in accordance with the *Residential Tenancy Act*.

All evidence and testimony provided by the landlord has been reviewed and is considered in this Decision.

Issue(s) to be Decided

- Has the landlord established a monetary claim as against the tenant for unpaid rent?
- Has the landlord established a monetary claim as against the tenant for damage to the unit, site or property?
- Has the landlord established a monetary claim as against the tenant for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and more specifically for parking fees and liquidated damages?

- Should the landlord be permitted to keep all or part of the security deposit in full or partial satisfaction of the claim?

Background and Evidence

The landlord's agent testified that this tenancy began on March 1, 2014 and was agreed as a fixed term to expire on February 28, 2015 and then revert to a month-to-month tenancy. The tenant moved out of the rental unit on October 15, 2014 due to being behind in rent, and the landlord re-rented the unit on October 15, 2014.

Rent in the amount of \$1,400.00 per month was payable in advance on the 1st day of each month, and on February 9, 2014 the landlord collected a security deposit from the tenant in the amount of \$700.00 which is still held in trust by the landlord. A copy of the tenancy agreement has been provided.

The tenant failed to pay rent in full for the month of September, 2014 having paid only \$400.00. The landlord is owed \$1,000.00, and the tenant also failed to pay any rent for October, 2014. The landlord re-rented the rental unit in the middle of October, and claims half of the month, or \$700.00, for a total of \$1,700.00.

The tenancy agreement also provides for a parking fee of \$50.00 per month however the landlord claims \$20.00 for the month of October.

Also, a laundry card is required to be returned and the landlord claims \$50.00 for the tenant's failure to return it, and has provided an invoice in that amount for its replacement.

The tenancy agreement also provides for liquidated damages in the amount of \$400.00 for failure to complete the fixed term of the tenancy, and not as a penalty, for all costs associated with re-renting the rental unit.

The landlord also claims damage to the unit, and has provided copies of the move-in and move-out condition inspection reports as well as photographs of the rental unit at the end of the tenancy. The landlord has provided an invoice in the amount of \$240.00 for drywall repairs as well as for painting in the amount of \$150.00 and the landlord's agent testified that the tenant's boyfriend made new holes in the walls to connect internet to a new location within the rental unit sometime in July, 2014 and the tenant agreed to pay for the repairs.

The landlord has also provided a copy of a checklist for cleaning at move-out, as well as a document signed by the tenant agreeing to charges of \$3,390.00 being deducted against the security deposit at the end of the tenancy, which is broken down to:

- \$150.00 for suite cleaning; 6 hours at \$25.00 per hour;
- \$240.00 for wall repairs;
- \$2,400.00 for unpaid rent;
- \$400.00 for liquidated damages;
- \$50.00 for parking;
- \$150.00 for painting; and
- \$50.00 for the laundry card has been added, and initialed by the tenant.

Of that, the landlord claims \$150.00 for suite cleaning, \$240.00 for wall repairs, \$1,700.00 for unpaid rent, \$400.00 for liquidated damages, \$20.00 for parking, \$150.00 for painting, and \$50.00 for the laundry card, for a total of \$2,710.00 and an order permitting the landlord to keep the \$700.00 security deposit in partial satisfaction of the claim. Invoices for all repairs have been provided.

The landlord's agent testified that the tenant's forwarding address was received in writing on October 15, 2014.

Analysis

Firstly, with respect to the unpaid rent, I have read the tenancy agreement and in the absence of any evidence to the contrary, I accept the testimony of the landlord's agent that the tenant was in arrears of rent the sum of \$1,000.00 for September, 2014 and did not pay any rent for October, 2014. The landlord re-rented the rental unit on October 15, 2014, and I am satisfied that the landlord has established a monetary claim for unpaid rent in the amount of \$1,700.00.

I am also satisfied that the tenancy agreement provides for liquidated damages in the amount of \$400.00 for failure to complete the term of the tenancy, as estimated costs for re-renting the rental unit and not as a penalty, and the tenant agreed to that term. Therefore, I am satisfied that the landlord has established a claim for \$400.00.

I also accept that the tenancy agreement provides for a parking fee of \$50.00 per month. The landlord has reduced the claim for the month of October, 2014 to \$20.00, and considering that the tenant moved out of the rental unit on October 15, 2014, I find that to be reasonable.

I have reviewed the move-in and move-out condition inspection reports as well as the photographs provided by the landlord, and I am satisfied that the landlord has established the damage claims. I am further satisfied that the landlord has established the cost of drywall repairs, painting and cleaning based on the invoices and the

document signed by the tenant. The document also contains a consent to the landlord obtaining \$50.00 for the cost of replacing the laundry card..

In summary, I find that the landlord has established a claim in the amount of \$1,700.00 for unpaid rent; \$400.00 for liquidated damages; \$20.00 for parking; \$150.00 for cleaning, \$150.00 for painting; \$240.00 for drywall repairs; and \$50.00 for the laundry card, for a total of \$2,710.00. Since the landlord has been successful with the application the landlord is also entitled to recovery of the \$50.00 filing fee.

The landlord received the tenant's forwarding address in writing on October 15, 2014 and the landlord's application was filed on February 16, 2015. Because the tenant agreed in writing that the security deposit be retained by the landlord, I find that the tenant is not entitled to double the amount credited.

I order the landlord to keep the \$700.00 security deposit in partial satisfaction of the claim and I grant the landlord a monetary order for the difference in the amount of \$2,060.00.

Conclusion

For the reasons set out above, I hereby order the landlord to keep the \$700.00 security deposit and I grant a monetary order in favour of the landlord as against the tenant pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$2,060.00.

This order is final and binding and may be enforced.

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 25, 2015

Residential Tenancy Branch

