



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Connaught Management Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNR, MNDC, MNSD, FF

Introduction

This hearing concerns the landlord's application for a monetary order as compensation for unpaid rent / compensation for damage or loss under the Act, Regulation or tenancy agreement / retention of the security deposit / and recovery of the filing fee. 2 agents (the "landlord") representing the landlord attended and gave affirmed testimony. The tenant did not appear.

The landlord testified that the application for dispute resolution and the notice of hearing (the "hearing package") was served by way of registered mail to an address where the tenant resides. Evidence submitted by the landlord includes the Canada Post tracking number for the registered mail, and the Canada Post website informs that the item was "successfully delivered" and signed for by the tenant on August 08, 2014. Pursuant to sections 89 and 90 of the Act which speak, respectively, to **Special rules for certain documents** and **When documents are considered to have been received**, I find that the tenant has been duly served.

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 fixed term of tenancy was from April 01, 2014 to March 31, 2015. Monthly rent of \$1,350.00 was due and payable in advance on the first day of each month, and a security deposit of \$675.00 was collected. A move-in condition inspection report was completed with the participation of both parties.

Arising from rent which remained overdue on August 01, 2014, the landlord issued a 10 day notice to end tenancy for unpaid rent dated August 05, 2014. The notice was

served by way of registered mail. A copy of the notice was submitted in evidence. The date shown on the notice by when the tenant must vacate the unit is August 20, 2014. Subsequently, the tenant made no further payment toward rent and he vacated the unit without notice sometime prior to August 20, 2014. The landlord completed a move-out condition inspection report in the absence of the tenant on August 20, 2014. A new renter was found for the unit effective from August 25, 2014.

Analysis

The attention of the parties is drawn to the following particular sections of the Act:

Section 26: **Rules about payment and non-payment of rent**

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

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

Section 37: **Leaving the rental unit at the end of a tenancy**

Section 44: **How a tenancy ends**

Based on the documentary evidence which includes, but is not limited to, the comparative results of move-in and move-out condition inspection reports, receipts, the tenant ledger and photographs, in addition to the affirmed / undisputed testimony of the landlord, and in consideration of the relevant statutory provisions, the various aspects of the landlord's claim and my related findings are set out below.

I find that the tenant was served with a 10 day notice to end tenancy for unpaid rent dated August 05, 2014. The tenant did not pay any portion of the outstanding rent within 5 days of receiving the notice, and did not apply to dispute the notice. Thereafter, the tenant vacated the unit without any notice to the landlord sometime prior to August 20, 2014. The specific aspects of the landlord's claim for compensation are as follows:

\$6,260.00: *total of unpaid rent / loss of rental income and 1 NSF fee*

\$695.00: *liquidated damages*

\$136.50: *unit cleaning*

\$89.25: *carpet cleaning*

\$165.37: *garbage removal*

\$84.82: *re-keying lock(s) / key replacement*

I find that the landlord has established entitlement to the full amount(s) as claimed above in the total amount of **\$7,430.94**.

\$100.00: *filing fee*

As the landlord has succeeded with the principal aspects of the application, I find that the landlord has also established entitlement to recovery of the full filing fee.

Sub-total entitlement: \$7,530.94 (\$7,430.94 + \$100.00).

I order that the landlord retain the security deposit of **\$675.00**, and I grant the landlord a **monetary order** for the balance owed of **\$6,855.94** (\$7,530.94 - \$675.00).

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$6,855.94**. 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: May 26, 2015

Residential Tenancy Branch

