



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

Landlord: MNR, MNSD, MNDC
Tenant: MNSD

Introduction

This hearing dealt with the cross Applications for Dispute Resolution with both parties seeking monetary orders.

The hearing was conducted via teleconference and was attended by the landlord and the tenant. However, I note that the tenant did not call in to the hearing until 20 minutes after the start time of the hearing. By that point I had heard all matters related to the landlord's claim and advised the landlord my decision on the tenant's Application. The landlord was no longer in the hearing when the tenant called in. The tenant submitted that she had set her alarm wrong that was why she was calling in late. I advised the tenant that I could not hear any testimony from her as the hearing had concluded.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent; for subletting to an unapproved male; to pay a pet damage deposit (after the tenancy is over); and for the cost of electrical repairs, pursuant to Sections 37, 38, 67, and 72 of the *Residential Tenancy Act (Act)*.

It must also be decided if the tenant is entitled to a monetary order for unpaid rent return of double the amount of the security deposit, pursuant to Sections 38, 67, and 72 of the *Act*.

Background and Evidence

The landlord submitted that the tenancy was set to begin for June 1, 2014 but the tenant did not move in until mid-June 2014. She stated that the agreement was for the tenant to rent the unit on a month to month basis for a monthly rent of \$750.00 and she expected payment of a security deposit and pet damage deposit. The landlord submits the tenant vacated the rental unit by mid-July 2014 with no notice.

The landlord submits that the tenant stayed in the rental unit until mid-July 2014 and paid rent in the amount of \$375.00 for June 2014 and \$575.00 for July 2014. The landlord submits the tenant did not pay any security or pet damage deposit.

The landlord seeks compensation for the balance of rent for these 2 months and for the month of August 2014 as she was not able to rent the unit for that month. The balance for June and July 2014 would be \$550.00 and for August would be \$750.00.

The landlord also seeks compensation in the amount of \$350.00 for the tenant subletting to an unapproved male tenant for the period June 14, 2014 to July 15, 2014. The landlord also seeks a pet damage deposit of \$1,050.00.

The landlord testified after the tenant moved out of the rental unit they discovered that the tenant had uninstalled a light, fan and electrical switch in the bathroom and she obtained quotes of between \$375.00 and \$425.00 to complete the repairs necessary to reinstall these items.

Analysis

As the tenant failed to attend the hearing on time and not until the landlord had exited the hearing I find the tenant failed to attend and present her Application, as such I dismiss the tenant's Application for Dispute Resolution in its entirety without leave to reapply.

Furthermore, I find, based on the landlord's undisputed testimony the tenant failed to pay either a security deposit or a pet damage deposit.

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 landlord's undisputed testimony I find the landlord has established the tenant failed to pay rent in full for the months of June and July 2014 and is entitled to compensation in the amount of \$550.00.

Section 45(1) stipulates that a tenant may end a month to month tenancy by giving the landlord notice to end the tenancy on a date is not earlier than one month after the date the landlord receives the notice and is the day before the day in the month that rent is payable under the tenancy agreement.

Section 45(3) states that if the landlord has failed to comply with a material term of the tenancy agreement and has not corrected the situation within a reasonable period after the tenant gives written notice of the failure, the tenant may end the tenancy effective on a date that is after the date the landlord receives the notice.

A material term of a tenancy agreement is a term that is agreed by both parties is so important that the most trivial breach of that term gives the other party the right to end the tenancy, such as the payment of rent.

As there is no evidence before me that the landlord had breached a material term of the tenancy agreement I find the earliest the tenant could have end the tenancy would be by giving the landlord notice that would comply with Section 45(1). As there was not notice given and the tenant vacated in mid-July I find the earliest she could have ended her obligation for the payment of rent would have been for September 2014.

As such, I find the tenant owes the landlord rent for the month of August 2014 in the amount of \$750.00.

While the landlord seeks compensation for an additional tenant or a subletting tenant there is no provision for such a claim under the *Act* and I dismiss this portion of the landlord's claim.

Section 20 of the *Act* states that a landlord must not require a pet damage deposit at any time other than when the landlord and tenant enter into a tenancy agreement or if the tenant acquires a pet during the tenancy. As the tenancy is over I find the landlord is not entitled to collect a pet damage deposit at this time. I dismiss this portion of the landlord's claim.

Section 37 of the *Act* states that when a tenant vacates a rental unit at the end of a tenancy the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear and 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.

Based on the landlord's undisputed testimony I find the landlord has established the tenant caused electrical damage to the rental unit in contravention of Section 37 of the *Act* and that the landlord has established the value of the cost to repair the damage in the amount of \$375.00.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 and grant the landlord a monetary order in the amount of **\$1,675.00** comprised of \$550.00 rent owed; \$750.00 lost revenue; and \$375.00 for repairs.

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: June 11, 2015

Residential Tenancy Branch

