



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes                      MNR, MNDC, MNSD, FF

### Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for unpaid rent - Section 67;
2. A Monetary Order for compensation - Section 67;
3. An Order to retain the security deposit - Section 38; and
4. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord’s evidence that the Tenants were served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Tenant did not attend the hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

### Preliminary Matter

The Landlord provided documentary evidence in its hearing package sent to the Tenant. The Landlord also provided this documentary evidence to the Residential Tenancy Branch (the “RTB”) however this evidence was not available for the hearing. As there was no prejudice to the Tenant I provided the Landlord with a second opportunity to provide the documents to the RTB following the hearing. These materials were so provided and reviewed.

### Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

### Background and Evidence

The tenancy started on March 1, 2012 with rent of \$1,200.00 was payable monthly on the first day of each month. At the outset of the tenancy the Landlord collected \$600.00 as a security deposit and \$400.00 as a pet deposit. On May 1, 2013 the rent was raised to \$1,275.00 with the agreement of the Tenant. The Landlord did not use the form required.

The Tenants owed \$2,550.00 for rent including February 2015 rent and on February 4, 2015 the Landlord served the Tenants with a 10 day notice to end tenancy for unpaid rent. The Tenants moved out of the unit on March 4, 2015. The Parties mutually conducted both a move in and move out inspection and report. The Tenant provided its forwarding address at move-out on March 4, 2015.

The Tenants left the unit unclean and damaged and it took the Landlord approximately 2.5 weeks to obtain contractors and get the work done. On March 14, 2015 the Landlord advertised the unit for rent with April 1, 2015 occupancy at the same rental rate. The unit was rented for April 15, 2015.

The Landlord claims unpaid rent including March and half of April 2015 rent. The Landlord's application sets out a total monetary claim of \$4,460.00. The Landlord provided a spread sheet indicating a claim of a larger amount. Landlord claims the remaining global amount of \$635.00 for damages to and cleaning of the unit.

### Analysis

Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. Rent is payable as provided under a tenancy agreement until a tenancy ends. Section 44 of the Act provides that a tenancy ends, inter alia, when a tenant moves out of the unit. As the Tenant moved out of the unit on March 4, 2015 owing arrears and rent for March 2015 and accepting the undisputed evidence that it took approximately 2.5 weeks to complete the work to the unit, I find that the Landlord has substantiated unpaid rent of **\$3,450.00** (2,250.00 + \$1,275.00). As the Landlord was not able to rent the unit until April 15, 2015 I also find that the Landlord is entitled to **\$637.50**.

Rule 2.2 of the RTB Rules of Procedure provides that claims are limited to what is stated in the application. Given the total monetary amount being claimed is \$4,460.00 and given that the Landlord has been found entitled to \$4,087.50, I find that the Landlord has \$372.50 remaining in its monetary limit.

Section 37 of the Act provides that when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear. Based on the undisputed evidence of the Landlord and considering that the evidence of costs exceeds that of the limit, I find that the Landlord has substantiated an entitlement to **\$372.50**. The Landlord is also entitled to recovery of the \$50.00 filing fee for a total entitlement of \$4,510.00 (\$4,460 + 50.00). Deducting the combined security and pet deposit of \$1,000.00 plus zero interest leaves **\$3,510.00** owed to the Landlord.

#### Conclusion

I Order the Landlord to retain the security deposit plus interest of \$1,000.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the amount of **\$3,510.00**. If necessary, this order may be 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: September 8, 2015

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Residential Tenancy Branch

