



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 all or part of the security deposit / and recovery of the filing fee. The landlord attended and gave affirmed testimony. Neither tenant appeared.

The landlord testified that she served the tenants with the application for dispute resolution and the notice of hearing ("hearing package") by way of registered mail to a forwarding address provided by the tenants. Evidence submitted by the landlord includes the Canada Post tracking number for the registered mail. Based on the documentary evidence and the affirmed / undisputed testimony of the landlord, I find that the tenants have been duly served in accordance with 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**.

Issue(s) to be Decided

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

Background and Evidence

Pursuant to a written tenancy agreement, the fixed term of tenancy is from July 06, 2014 to June 30, 2015. Monthly rent of \$1,500.00 is due and payable in advance on the first day of each month, and a security deposit of \$500.00 was collected. The landlord testified that a move-in condition inspection report was completed, however, a copy of such a report is not in evidence before me.

The tenants gave notice to end tenancy by way of telephone on February 26, 2015. The effective date of the notice was March 31, 2015. In response to the landlord's request, the tenants provided a forwarding address by text message dated March 09,

2015. While rent was paid in full to the end of February 2015, no rent was paid for March 2015. The landlord submitted a number of photographs taken within the unit after the tenants had vacated, however, a move-out condition inspection report was not completed. Following online advertising undertaken by the landlord after receiving the tenants' notice, new renters were found effective from April 01, 2015.

The landlord's initial online application for dispute resolution was filed on April 15, 2015, and later amended on April 16, 2015.

Analysis

While the landlord seeks compensation in the total amount of \$1,925.51, a monetary order worksheet has not been completed, and neither is there any other manner of itemized listing of the various aspects of the total compensation sought included in the application. As well, receipts in evidence are limited to costs incurred by the landlord for registered mail, developing of photographs, and return airfare between the landlord's home and the rental unit. Finally, while the landlord testified that she will also be seeking compensation from the tenants for unpaid utilities, such a claim is not included in the present application.

Based on the documentary evidence and the affirmed / undisputed testimony of the landlord, the various aspects of the landlord's application and my related findings are set out below.

\$1,500.00: *unpaid rent for March 2015*

Section 26 of the Act addresses **Rules about payment and non-payment of rent**, in part:

26(1) A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

I find that the tenants had full possession of the unit for the month of March 2015. In the absence of any evidence that the tenants had a right under the Act to deduct all or a portion of the rent for the month of March 2015, I find that the landlord has established entitlement to the full amount of unpaid rent claimed.

Miscellaneous costs arising from cleaning and repairs in the unit

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**

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

Costs arising from the use of registered mail & developing of photographs

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, these aspects of the landlord's application are hereby dismissed.

\$342.56: return airfare / \$100.00: childcare / \$50.00: parking

I find there is insufficient evidence that the landlord's need to travel between her home and the rental unit in order to "interview potential renters," would have been any different had the tenants ended the fixed term tenancy in compliance with section 45 of the Act which addresses **Tenant's notice**. I therefore find that these aspects of the application reflect a cost of doing business and are hereby dismissed.

\$50.00: *filing fee*

As the landlord has succeeded with a principal aspect of her application, I find that she has also established entitlement to recovery of the filing fee.

Total entitlement: \$1,550.00 (\$1,500.00 + \$50.00).

I order that the landlord retain the tenants' security deposit of **\$500.00**, and I grant the landlord a **monetary order** for the balance owed of **\$1,050.00** (\$1,550.00 - \$500.00).

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$1,050.00**. Should it be necessary, this order may be served on the tenants, filed in the Small Claims Court and enforced as an order of that Court.

As the landlord's current application for dispute resolution does not include a specific application for compensation arising from unpaid utilities, the landlord has the option of filing a separate application for dispute resolution in that regard.

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 22, 2015

Residential Tenancy Branch

