



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Barafield Realty Ltd. c/o Gateway Property Management
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

MND, MNR, MNDC, MNSD, FF

Introduction

This hearing was scheduled in response to the landlord's Application for Dispute Resolution, in which the landlord has requested compensation for unpaid rent, damage to the rental unit, damage or loss under the Act, to retain the security deposit and to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

The agent for the landlord provided affirmed testimony that on October 16, 2015 copies of the Application for Dispute Resolution and Notice of Hearing and evidence were sent to each tenant by registered mail. A Canada Post tracking number was provided as evidence of service to each tenant.

During the hearing the landlord checked the Canada Post tracking information on the web site and determined that on October 19, 2015 tenant M.H. signed, accepting both registered mail packages.

The landlord used an address that was on the tenant's application for tenancy. The landlord also had information from a collection agency, that the address provided by the tenants on the application for tenancy was correct. There was no information before me confirming that the address used for service was where the tenants' reside.

Section 89(1) of the Act requires service to either the address where the tenant resides or the forwarding address provided by the tenant. The tenants did not provide a forwarding address. Therefore, as tenant M.H. signed accepting the mail I find, pursuant to section 71(2)(b), that M.H. has been sufficiently served with Notice of this hearing on October 19, 2015.

M.H. did not attend the hearing.

As tenant A.V. did not sign, accepting the registered mail I find that the claim against A.V. cannot proceed.

Issue(s) to be Decided

Is the landlord entitled to compensation for damage to the rental unit and damage or loss under the Act?

Is the landlord entitled to compensation for unpaid rent and loss of rent revenue?

May the landlord retain the security deposit in partial satisfaction of the claim?

Background and Evidence

The tenancy commenced on November 1, 2013. Rent was \$870.00 per month. The landlord is holding a security deposit in the sum of \$432.50. A copy of the tenancy agreement and condition inspection report was supplied as evidence.

The evidence included a monetary worksheet, setting out the claim for compensation as follows:

Cleaning	\$250.00
Replace damaged door	120.00
NSF and late rent fees	45.00
Carpet cleaning	72.45
February rent, loss of March 2016 rent	1,740.00
TOTAL	\$2,227.45

The landlord said that the tenants did not pay February 2016 rent. A copy of the returned cheque was supplied as evidence. The landlord saw the male tenant at some point during February and the tenant said they were going to move. The landlord told the tenant they had to give notice. The tenants did not give notice to end the tenancy. On March 3, 2016, after rent was not paid for that month, the landlord discovered the tenants had vacated.

The landlord supplied a breakdown of the time she spent cleaning the unit and time spent completing the door repair. The door was older but in good condition. The tenant had punched a hole in the door. A carpet cleaning invoice issued on March 13, 2015 was submitted as evidence.

The landlord has claimed the loss of March 2015 rent revenue as notice as not given, resulting in a loss of revenue.

Clause 10 of the tenancy agreement imposes late and NSF fees of \$25.00. The landlord has claimed the NSF fee for the February 2015 cheque that was returned and the late payment for that month. In accordance with section 4.2 of the Rules of Procedure the application was amended during the hearing to increase the late payment claim from \$20.00 to \$25.00;

Analysis

In the absence of evidence to the contrary and tenant M.H. who was served with Notice of this hearing; I find that the landlord is entitled to compensation in the sum claimed, plus an additional \$5.00 for the late fee.

The claim is supported by evidence and unopposed by the tenant.

A tenant is to leave a rental unit reasonably clean and free of damage outside of normal wear and tear. From the evidence before me I find that the claim is substantiated and that the tenant failed to comply with his obligations to clean and repair the unit.

The tenant did not provide the landlord with proper notice ending the tenancy, in accordance with section 45 of the Act. I find that the lack of notice resulted in a loss of March 2015 rent revenue and that the landlord is entitled to compensation.

As the landlord's application has merit I find, pursuant to section 72 of the Act that the landlord is entitled to recover the \$50.00 filing fee from the tenant for the cost of this Application for Dispute Resolution.

I find that the landlord is entitled to retain the tenant's security deposit in the amount of \$432.50, in partial satisfaction of the monetary claim.

Based on these determinations I grant the landlord a monetary Order for the balance of \$1,849.95. In the event that the tenant does not comply with this Order, it may be served on the tenant, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

Conclusion

The landlord is entitled to compensation as claimed, plus \$5.00 for late fees.

The landlord is entitled to retain the tenant's security deposit in partial satisfaction of the monetary claim.

The landlord is entitled to filing fee costs.

This decision is final and binding and 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 04, 2016

Residential Tenancy Branch