



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MND, MNDC, MNR, MNSD, O

Introduction

The Application for Dispute Resolution filed by the landlord makes the following claims:

- a. A monetary order in the sum of \$1332.34 for unpaid rent and damages
- b. An order to keep the security deposit.
- c. An order to recover the cost of the filing fee

A hearing was conducted by conference call in the presence of the applicant and in the absence of the respondents although duly served. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

The Residential Tenancy Act permits a party to serve another by mailing, by registered mail to where the other party resides. I find that the Application for Dispute Resolution/Notice of Hearing was served on the Tenants by mailing, by registered mail to where the Tenants reside on December 15, 2015. The Act provides that it is deemed received 5 days later. The Supreme Court of British Columbia has held that a party cannot avoid service by refusing to pick up their registered mail. I find there was sufficient service even though the Tenants failed to claim their registered mail. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the landlord is entitled to a monetary order and if so how much?
- b. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?
- c. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence

On July 31, 2015 the parties entered into a one year fixed term written tenancy agreement that provided that the tenancy would start on August 1, 2015, end on August

1, 2016 and continue on a month to month basis after that. The tenancy agreement provided that the tenant(s) would pay rent of \$1100 per month payable in advance on the first day of each month. The tenant paid a security deposit of \$550 on August 1, 2015.

The tenant vacated the rental unit in November 2015 without giving notice. The landlord was not able to rent the rental unit for November and lost the sum of \$1100 in rent for that month.

Landlord's Application - Analysis

The Residential Tenancy Act provides the tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access. The tenant must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant and is liable to compensate the landlord for failure to do so. In some instances the landlord's standards may be higher than what is required by the Act. The tenant is required to maintain the standards set out in the Act. The tenant is not required to make repairs for reasonable wear and tear. The applicant has the burden of proof to establish the claim on the evidence presented at the hearing.

Monetary Order and Cost of Filing fee

With respect to each of the landlord's claims I find as follows:

- a. I determined the landlord is entitled to \$1100 for loss of rent for November. The Tenant entered into a fixed term contract and is responsible for the rent for the unexpired term of the fixed term subject to the landlord's duty to mitigate. Despite attempting to mitigate her loss the landlord was not able to rent the rental unit for November 2015.
- b. I determined the landlord is entitled to \$32.34 for the cost of paint and supplies.
- c. I determined the landlord is entitled to \$200 for the cost of cleaning.

In summary I determined the landlord has established a monetary claim against the tenant(s) in the sum of \$1332.34 plus the \$50 filing fee for a total of \$1382.34.

Security Deposit

I determined the security deposit plus interest totals the sum of \$550. I ordered the landlord may retain this sum thus reducing the amount outstanding under this monetary order to the sum of \$832.34.

Conclusion

I ordered the landlord may retain the security deposit/pet deposit in the sum of \$550. In addition I ordered that the Tenant pay to the Landlord the sum of \$832.34.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial 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: June 13, 2016

Residential Tenancy Branch