



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding COLUMBIA PROPERTY MANAGEMENT LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MNDC, MND, MNSD, FF

Introduction

This matter dealt with an application by the Landlord for a Monetary Order for unpaid rent, for compensation for loss or damage under the Act, regulations or tenancy agreement, for compensation for damage to the unit site or property, to retain the Tenant's security deposit and to recover the filing fee for this proceeding.

The Landlord said she served the Tenant with the Application and Notice of Hearing (the "hearing package") by registered mail on November 23, 2015. Based on the evidence of the Landlord, I find that the Tenant was served with the Landlord's hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenant's absence.

Issues(s) to be Decided

1. Are there rent arrears and if so, how much?
2. Is the Landlord entitled to compensation for unpaid rent and if so how much?
3. Is there a loss or damage and if so how much?
4. Is the Landlord entitled to compensation for the loss or damage and if so how much?
5. Is the Landlord entitled to keep the Tenant's security deposit?

Background and Evidence

This tenancy started on September 1, 2015 as a fixed term tenancy with an expiry date of February 29, 2016. Rent was \$625.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$312.50 at the start of the tenancy. The Landlord said the Tenant moved out of the rental unit on October 30, 2015 as a result of a Notice to End Tenancy for unpaid rent. The Landlord said a move in condition inspection was completed and signed on August 26, 2015 and a move out inspection was completed on October 30, 2015.

The Landlord said that the Tenants did not pay \$625.00 of rent for October, 2015 and the Landlord was unable to rent the unit for November, 2015 so the Landlord is requesting lost rental income of \$625.00 for the November, 2016 rent. As well the Landlord said they incurred the following costs as a result of the tenancy:

1. The Landlord is claiming a \$25.00 NSF fee as per the tenancy agreement as the Tenant's rent cheque was returned NSF.
2. The Landlord incurred expenses of \$180.00 in cleaning costs and \$20.00 in garbage removal.
3. The Landlord paid \$199.86 to repair the flooring after the tenancy.
4. The Landlord paid \$40.00 for key replacement as the Tenant did not return the keys.
5. The Landlord also incurred \$20.00 in costs to clean the window coverings.

The Landlord said the Tenant signed and agreed to these costs on the move out condition inspection report under the section called Security Deposit Statement.

The Landlord said their total claim is for \$1,734.86 plus the filing fee of \$50.00 for this application.

Analysis

Section 26 says 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.

The Tenants does not have the right under the Act to withhold part or all of the rent; therefore I find the Tenant is responsible for the rent of \$625.00 for October, 2015. Further I find that the Landlord is entitled to recover a loss of rental income to November 15, 2015, in the amount of \$312.50 ($\625×15 of 30 days of November). The Landlord has an obligation to mitigate her damages under s. 7(2) of the Act by re-renting the rental unit as soon as possible.

In addition I further find that the Landlord is entitled to recover the NSF charge of \$25.00 for the returned rent cheque.

With regard to the Landlord's damage and cleaning claims I accept the move out condition inspection report that shows the Tenant agreed to these charges. I award the Landlord a monetary order as follows:

	Rent arrears:	\$ 625.00	
	Lost rental income	\$ 312.50	
	NSF expense	\$ 25.00	
	Cleaning and garbage	\$ 220.00	
	Repairs to flooring	\$ 199.86	
	Key replacement	\$ 40.00	
	Recover filing fee	\$ 50.00	
	Subtotal:		\$1,472.36
Less:	Security Deposit	\$ 312.50	
	Subtotal:		\$ 312.50
	Balance Owing		\$ 1,159.86

Conclusion

A Monetary Order in the amount of \$1,159.86 has been issued to the Landlord. A copy of the Order must be served on the Tenant: the Monetary Order may be enforced in the Provincial (Small Claims) Court of British Columbia.

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 14, 2016

Residential Tenancy Branch