



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding TOTAL CONCEPT DEVELOPMENTS LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND MNR MNSD FF

Introduction

This hearing was convened as a result of the landlord's application for dispute resolution under the *Residential Tenancy Act* (the "Act") for a monetary order for damages to the unit, site or property, for unpaid rent or utilities, for authorization to retain all or part of the tenant's security deposit, and to recover the cost of the filing fee.

An agent for the landlord (the "agent") attended the teleconference hearing and gave affirmed testimony. During the hearing the agent was given the opportunity to provide their evidence orally. A summary of the evidence is provided below and includes only that which is relevant to the hearing.

As the tenant did not attend the hearing, service of the Notice of a Dispute Resolution Hearing (the "Notice of Hearing"), Application for Dispute Resolution (the "Application") and documentary evidence were considered. The agent testified that the Notice of Hearing, Application and documentary evidence were served on the tenant by registered mail on November 20, 2015 and that the package was successfully delivered and signed for on November 26, 2015. A tracking number referenced on the cover page of this decision was submitted in evidence. Based on the above, I find the tenant was successful served as of November 26, 2015, the date the registered mail package was signed for and delivered to the tenant.

Issues to be Decided

- Is the landlord entitled to a monetary order under the *Act*, and if so, in what amount?
- What should happen to the tenant's security deposit under the *Act*?

Background and Evidence

A copy of the tenancy agreement was submitted in evidence. A fixed term tenancy began on May 1, 2014 and was scheduled to revert to a month to month tenancy after April 30, 2015. Monthly rent in the amount of \$1,100.00 was due on the first day of each month. The tenant paid a security deposit of \$550.00 at the start of the tenancy, which the landlord continues to hold.

The landlord's monetary claim of \$2,581.68 is comprised of the following:

ITEM DESCRIPTION	AMOUNT CLAIMED
1. Unpaid March 2015 rent	\$1,100.00
2. Loss of April 2015 rent	\$1,100.00
3. Suite cleaning	\$87.50
4. Painting	\$273.00
5. Shower rod replacement	\$21.18
TOTAL	\$2,581.68

Regarding item 1, the agent testified that the tenant failed to pay rent of \$1,100.00 for March 2015. The agent submitted a letter from the tenant dated February 27, 2015 which indicates several reasons for vacating but fails to provide when the tenant is vacating or a written forwarding address for the tenant. The landlord posted a notice to enter the rental unit on March 6, 2015 and entered the rental unit on March 10, 2015 to find that it had been abandoned. The landlord is seeking unpaid rent for March 2015 as a result.

Regarding item 2, the agent testified that the landlord suffered a loss of rent for April, May and June 2016 as they could not re-rent the rental unit until July 1, 2015 however the landlord is only claiming loss of rent for April 2015 of \$1,100.00.

Regarding item 3, the agent testified that the rental unit was left unclean by the tenant and that it cost the landlord \$87.50 to clean the rental unit. A copy of an invoice was submitted in evidence in support of this portion of the landlord's claim. The condition inspection report submitted in evidence indicates that nothing was cleaned in the rental unit.

Regarding item 4, the agent testified that painting in the rental unit was required in the amount of \$273.00 which is supported by an invoice submitted in evidence. In addition,

the condition inspection report indicates that there were multiple areas where “chips” were in the walls that required repainting. The agent testified that they are not charging the tenant for wear and tear, just to repair the large gouges in the walls. The agent described the large gouges as “throwing star” gouges where something was thrown at the wall causing damage. An invoice in the amount of \$273.00 was submitted in evidence.

Regarding item 5, the agent testified that the shower rod was missing after the tenant abandoned the rental unit. The landlord is seeking \$21.18 for the cost to replace the shower rod. A receipt was submitted in evidence to support the amount being claimed.

Analysis

Based on the undisputed documentary evidence of the landlord and the undisputed testimony of the agent provided during the hearing, and on the balance of probabilities, I find the following.

As the tenant was deemed served with the Notice of Hearing, Application and documentary evidence and did not attend the hearing, I consider this matter to be unopposed by the tenant. As a result, and taking into account the condition inspection report, invoices and undisputed testimony I find the landlord’s application is fully successful in the amount of **\$2,581.68**. I find the tenant breached section 26 of the *Act* which requires a tenant to pay rent on the date that it is due in accordance with the tenancy agreement. Also, I find the tenant breached section 45(2) of the *Act* as the tenant was not entitled to end the tenancy earlier than April 30, 2015, which is the end date of the fixed term tenancy. As the landlord’s application is successful, I grant the landlord the recovery of the filing fee in the amount of **\$50.00**.

The landlord continues to hold the tenant’s security deposit of \$550.00 which has not accrued any interest to date.

I authorize the landlord to retain the tenant’s full security deposit of \$550.00 in partial satisfaction of the landlord’s monetary claim. I grant the landlord a monetary order pursuant to section 67 of the *Act*, for the balance owing by the tenant to the landlord in the amount of **\$2,081.68**. This amount is comprised of \$2,581.68, plus the \$50.00 filing fee, less the \$550.00 security deposit.

Conclusion

The landlord's application is successful.

The landlord has been authorized to retain the tenant's full security deposit of \$550.00 in partial satisfaction of the landlord's monetary claim. The landlord has been granted a monetary order pursuant to section 67 of the *Act*, for the balance owing by the tenant to the landlord in the amount of \$2,081.68 as described above. The landlord must serve the tenant with the monetary order and may enforce the monetary order in the Provincial Court (Small Claims Division).

This decision is final and binding on the parties, unless otherwise provided under the *Act*, 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: July 6, 2016

Residential Tenancy Branch