



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC OPR MND MNDC MNR FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("the Act") for an Order of Possession pursuant to section 55; a monetary order for unpaid rent, damage or loss pursuant to section 67; and authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The tenant did not attend this hearing, although I waited until 11:15am in order to enable the tenant to connect with this teleconference hearing scheduled for 11:00am. The landlord attended the hearing and was given a full opportunity to be heard, to present sworn testimony, and to make submissions. The landlord testified that the tenant was served with the landlord's Application for Dispute Resolution by registered mail on June 2, 2016 and with a second package containing an amendment to the landlord's application on June 16, 2016. She testified that the tenant vacated the residence on approximately June 20, 2016.

As the tenant has vacated the rental unit, the landlord withdrew her application for an Order of Possession. She pursued her application with respect to a monetary order for unpaid rent, damage to the unit and other loss suffered by the landlord as a result of this tenancy as well as the recovery of her filing fee.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent, damage or loss?
Is the landlord entitled to recover the filing fee for this application from the tenant?

Background and Evidence

This tenancy began on June 15, 2015 as a one year fixed term tenancy. The rental amount of \$1700.00 was payable on the first of each month. The landlord testified that she continues to hold the tenant's security deposit in the amount of \$850.00 paid at the outset of the tenancy.

The landlord testified that she issued a 10 Day Notice to End the Tenancy for Unpaid Rent by posting it on the tenant's door on June 1, 2016. She testified that she had also issued other Notices to End Tenancy to the tenant. The landlord testified that the strata corporation at the residence issued two \$200.00 fines as a result of bylaw infractions by the tenant. She testified that the fines were levied as a result of smoking in the rental unit and having too many occupants residing in the unit. She submitted the notices from the strata corporation advising her of these fines. A letter from the strata to the landlord dated March 1, 2016 provides bylaw information to the landlord with respect to an excessive number of occupants residing in a suite. A second letter from the strata to the landlord dated April 5, 2016 indicates that it is a preliminary letter and that the landlord will have an opportunity to respond before any fine is levied. A third letter from the strata to the landlord dated May 10, 2016 imposed a fine in the amount of \$536.55 on the landlord.

The landlord testified that, at the end of the tenancy, the kitchen sink was leaking. She testified that she had no knowledge whether the damage would be considered reasonable wear and tear but she estimates the cost of repair at \$250.00. She submitted a handwritten, generic receipt titled "Rent Receipt" and dated 2016-02-05. In the memo area of the receipt was written "kitchen sink tenant damage to shower head". The landlord was unable to provide a clear explanation as to why payment for the repair was addressed with a rental receipt.

The landlord testified that the tenant did not return a security fob. She indicated a cost of \$120.00 to replace the fob however she did not provide any materials from the strata corporation with respect to the fob.

The landlord testified that utilities were left unpaid at the end of the tenancy in the amount of \$95.16. The landlord submitted a copy of a utilities bill with a billing date of April 4, 2016. The utility bill was in the landlord's name.

The landlord testified that the tenant did not pay rent for the month of June 2016. The landlord testified that the tenant provided no notice prior to vacating the residence beyond occasionally telling the landlord that she would move out "soon". The landlord testified that the tenant provided no forwarding address.

Analysis

I accept the landlord's sworn undisputed testimony that the landlord's issued a 10 Day Notice and that the tenant remained in the rental unit until June 20, 2016 with no notice of her intent to vacate the rental unit. Based on all of the circumstances, I accept the landlord's testimony regarding the tenant's failure to pay rent in June 2016. The landlord provided sufficient evidence to show that the tenant did not pay rent in June 2016. Therefore, I find that the landlord is entitled to receive an order for unpaid rent in June totalling \$1700.00.

The landlord provided sufficient evidence to show that she has been fined \$536.55 by the strata as a result of the actions of the tenant. Therefore, the landlord is entitled to recover \$536.55 from the tenant. However, I find that the landlord is not entitled to recover the 2 amounts of \$200.00 she claims to have been fined. I find that the landlord did not provide sufficient evidence to prove that the strata levied two additional fines totalling \$400.00.

The landlord did not provide sufficient evidence to support her claim for kitchen sink repair costs. I find that the receipt submitted by the landlord lacked the required detail to show that the landlord paid \$250.00 to fix the kitchen sink.

The landlord did not provide sufficient evidence to prove her costs or loss with respect to a security fob. The landlord did not submit a letter from the strata with respect to the fob nor any receipt to indicate her out of pocket expenses.

The landlord did not provide sufficient evidence that the utilities were left unpaid by the tenant at the end of the tenancy in the amount of \$95.16. The landlord submitted a copy of a utilities bill in the landlord's name with a billing date of April 4, 2016: I find that this bill does not provide sufficient evidence to show the current balance on the utilities bill. Further, the landlord did not submit a residential tenancy agreement to show that the tenant was responsible for the cost of the utility.

Based on the findings above, I dismiss the landlord's application for 2 fines of \$200.00, \$250.00 to fix the kitchen sink, the cost of a security fob and a utility bill amount. However, I find that the landlord is entitled to \$1700.00 in rent for the month of June 2016 as well as the cost of the \$536.55 fine levied against the landlord by the strata as a result of the actions of the tenant.

The landlord testified that she continues to hold a security deposit of \$850.00 plus any interest from June 15, 2015 to the date of this decision for this tenancy. I will allow the landlord to retain the security deposit *plus any interest* in partial satisfaction of the monetary award. [There is no interest payable for this period.]

As the landlord was successful in this application, I find that the landlord is entitled to recover the \$100.00 filing fee paid for this application.

Conclusion

The landlord withdrew her application for an Order of Possession.

I issue the landlord a monetary order as follows,

Item	Amount
Unpaid Rent – June 2016	\$1700.00
Strata Corp Fines	536.55
Less Security Deposit	-870.00
Recovery of Filing Fee for this Application	100.00
Total Monetary Order to the Landlord	\$1466.55

The landlord is provided with this Order in the above terms and the tenant must be served with this Order as soon as possible. Should the tenant fail to comply with these Orders, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as Orders 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: July 11, 2016

Residential Tenancy Branch