



Dispute Resolution Services

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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 MND MNDC MNR MNSD FF

Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution, dated May 6, 2016 (the "Application"). The Landlord applied for the following relief pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for damage to the unit, site, or property;
- a monetary order for money owed or compensation for damage or loss;
- a monetary order for unpaid rent;
- an order permitting the Landlord to retain all or part of the security deposit; and
- an order granting recovery of the filing fee.

The Landlord was represented at the hearing by K.P. who provided her solemn affirmation. The Tenant did not attend the hearing.

The Landlord testified the Notice of a Dispute Resolution Hearing, including the evidence upon which the Landlord intended to rely, was served on the Tenants by registered mail on May 11, 2016. The Landlord provided Canada Post Customer Receipts in support. Further, K.P. testified that the Tenant H.E. received the Landlord's documentation on May 12, 2016, and that the Tenant C.W. received the Landlord's documentation on May 19, 2016. I am satisfied the Tenants received the Notice of a Dispute Resolution Hearing, and the evidence upon which the Landlord intended to rely, on the dates provided by K.P.

The Landlord's agent was provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

1. Is the Landlord entitled to a monetary order for damage to the unit, site, or property?
2. Is the Landlord entitled to a monetary order for money owed or compensation for damage or loss?
3. Is the Landlord entitled to a monetary order for unpaid rent?
4. Is the Landlord entitled to retain all or part of the security deposit?
5. Is the Landlord entitled to recover the filing fee?

Background and Evidence

A copy of the tenancy agreement between the parties was submitted with the Landlord's documentary evidence. It confirms a fixed-term tenancy from February 1, 2015 to July 31, 2015, after which the tenancy continued on a month-to-month basis. At all material times, rent in the amount of \$750.00 per month was due on the first day of each month. The Tenants paid a security deposit of \$375.00.

The Landlord provided a copy of a hand-written agreement, signed by the parties and dated April 12, 2016. In it, the parties agreed the Tenants provided notice to end the Tenancy on April 6, 2016, and that the notice was effective April 30, 2016.

However, in a letter dated April 14, 2016, also submitted with the Landlord's documentary evidence, the Landlord advised the Tenant she would be "responsible for the rent and utilities until May 31, 2016 or until such time the unit is re-rented".

K.P. testified the Landlord made numerous attempts to rent the unit by advertising on various media including Kijiji, Facebook, a local newspaper, and in-house listings. However, the Landlord was unable to re-rent the property until June 1, 2016. Accordingly, the Landlord seeks to recover rent in the amount of \$750.00 for the month of May 2016.

The Landlord also asked to recover \$20.00 for cleaning that was required after the Tenant moved out of the rental unit. K.P. advised this was primarily for cleaning of window coverings. Included with the Landlord's documentary evidence was a copy of an Hourly Time Record for one (1) hour of cleaning.

The Landlord also seeks to recover the \$100.00 filing fee paid to bring the Application.

Analysis

Based on the Landlord's affirmed testimony and documentary evidence, and on a balance of probabilities, I find:

Section 67 of the *Act* permits me to order a party to pay compensation for damage or loss to the other for failing to comply with the *Act*, the regulations or a tenancy agreement.

On behalf of the Landlord, K.P. provided oral testimony, supported by documentary evidence, confirming the Tenants provided notice on April 6, 2016 that they intended to vacate the rental unit on April 30, 2016. I find this notice did not comply with section 45(1) of the *Act*, which states:

"A tenant may end a periodic tenancy by giving the landlord notice to end the tenancy effective on a date that

(a) is not earlier than one month after the date the landlord receives the notice, and

(b) is the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement."

As the Landlord took steps to re-rent the unit, but was unable to do so, I find the Landlord is entitled to recover \$750.00 as lost rent for the month of May 2016.

The Landlord also provided evidence that the rental unit required some cleaning at the end of the tenancy, particularly with respect to window coverings in the unit. I award the Landlord \$20.00 as recovery of cleaning costs.

Finally, the Landlord seeks to recover the \$100.00 filing fee. As the Landlord has been successful, I grant the Landlord this sum.

In light of the above, I find the Landlord has demonstrated entitlement to an award of \$870.00, which is comprised of \$750.00 for lost rent, \$20.00 for cleaning expenses, and \$100.00 for the filing fee.

The Landlord requested that the security deposit (\$375.00) be applied to the amount of the order, which I allow. Accordingly, I find the Landlord is entitled to a monetary order in the amount of \$495.00 (\$870.00-\$375.00).

Conclusion

The Landlord is granted a monetary order in the amount of \$495.00. This order may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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: September 26, 2016

Residential Tenancy Branch