



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:

MNDC, MNR, MNSD, MND, FF

Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for money owed or compensation for damage or loss, for a monetary Order for unpaid rent, a monetary Order for damage, to keep all or part of the security deposit, and to recover the fee for filing this Application for Dispute Resolution.

The Agent for the Landlord stated that on December 08, 2016 the Application for Dispute Resolution, the Notice of Hearing, and evidence the Landlord submitted with the Application were sent to the Tenant at the forwarding address provided by the Tenant, via registered mail. The Landlord submitted Canada Post documentation that corroborates this statement. In the absence of evidence to the contrary I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*; however the Tenant did not appear at the hearing.

Issue(s) to be Decided

Is the Landlord entitled to compensation for damage to the rental unit, to compensation for unpaid rent/lost revenue, to compensation for late fees, and to keep all or part of the security deposit?

Background and Evidence

The Agent for the Landlord stated that:

- the tenancy began on November 01, 2015;
- the Tenant agreed to pay monthly rent of \$750.00 by the first day of each month;
- the Tenant paid a security deposit of \$375.00
- on October 31, 2016 the Tenant informed the Landlord the Tenant intended to vacate the rental unit immediately;
- the Tenant did not give written notice of her intent to vacate the unit;
- the Landlord arranged a final inspection of the rental unit for November 09, 2016 and November 10, 2017, but the Tenant did not attend either inspection; and

- when the rental unit was inspected on November 14, 2016 it appeared the rental unit had been vacated.

The Landlord is seeking compensation for unpaid rent/lost revenue for November of 2016.

The Landlord is seeking compensation of \$25.00 for a NSF fee. The Agent for the Landlord stated that the rent was paid by preauthorized payments and that the preauthorized payment for rent from November was declined due to insufficient funds. The Landlord submitted a copy of the tenancy agreement which has a term that requires the Tenant to pay a fee of \$25.00 for payments that are returned due to insufficient funds.

The Landlord is seeking compensation, in the amount of \$95.90, for re-keying the rental unit. The Agent for the Landlord stated that the rental unit was re-keyed in November of 2016 because the keys were not returned until December 05, 2016. The Landlord submitted an invoice to show that the Landlord incurred this expense.

The Landlord is seeking compensation, in the amount of \$108.67, for cleaning the rental unit. The Agent for the Landlord stated that the rental unit required cleaning at the end of the tenancy, as noted on the cleaning invoice submitted in evidence.

Analysis

On the basis of the undisputed evidence, I find that the Tenant was required to pay monthly rent of \$750.00 by the first day of each month; that rent was not paid when it was due on November 01, 2017; that the Tenant never gave written notice to end the tenancy; and that on November 14, 2016 the Landlord inspected the rental unit and concluded that it had been vacated.

I find that the Tenant failed to comply with section 45 of the *Act* when the Tenant failed to provide the Landlord with written notice of their intent to end the tenancy on a date that is not earlier than one month after the date the Landlord received the notice and is the day before the date that rent is due. I find that the absence of written notice prevented the Landlord from entering into a tenancy agreement with new tenants until November 14, 2016 when the Landlord confirmed the rental unit had been vacated at which point it would have been difficult, if not impossible, for the Landlord to re-rent the unit for November. I therefore find that the Tenant must compensate the Landlord for lost revenue from November of 2016, in the amount of \$750.00.

As the rent payment for November did not clear the Tenant's financial institution; the Tenant did not give adequate notice that she would be vacating the rental unit prior to November of 2016; and the tenancy agreement requires the Tenant to pay a fee of \$25.00 whenever a payment is returned due to insufficient funds, I find that the Landlord is entitled to a late fee of \$25.00 for the month of November of 2016.

After concluding that the rental unit had been vacated by November 14, 2016, I find it was reasonable for the Landlord to re-key the rental unit, given the keys had not yet been returned. I find that the Tenant did not comply with section 37(2) of the *Act* when she did not return the keys to the rental unit when she vacated the unit and I therefore find that the Landlord is entitled to the cost of re-keying the unit, in the amount of \$95.90.

When making a claim for damages under a tenancy agreement or the *Act*, the party making the claim has the burden of proving their claim. Proving a claim in damages includes establishing that damage or loss occurred; establishing that the damage or loss was the result of a breach of the tenancy agreement or *Act*; establishing the amount of the loss or damage; and establishing that the party claiming damages took reasonable steps to mitigate their loss.

On the basis of the undisputed evidence I find that the Tenant failed to comply with section 37(2) of the *Act* when the Tenant failed to leave the rental unit in reasonably clean condition at the end of the tenancy. I therefore find that the Landlord is entitled to compensation for the cost of cleaning the rental unit, which was \$108.67.

I find that the Landlord's Application for Dispute Resolution has merit and that the Landlord is entitled to recover the fee for filing this Application for Dispute Resolution.

Conclusion

The Landlord has established a monetary claim, in the amount of \$1,079.57, which includes \$750.00 in lost revenue, \$25.00 for a NSF fee, \$95.90 for re-keying the rental unit; \$108.67 for cleaning, and \$100.00 in compensation for the fee paid to file this Application for Dispute Resolution. Pursuant to section 72(2) of the *Act*, I authorize the Landlord to retain the Tenant's security deposit of \$375.00 in partial satisfaction of this monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the balance \$704.57. In the event the Tenant does not voluntarily comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims 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 *Act*.

Dated: June 10, 2017

Residential Tenancy Branch