



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNR MNSD FF

Introduction:

Only the landlord attended the hearing and gave sworn testimony. She said the tenant had vacated and sublet and the people who sublet have gone too. She said she had served the Application by UPS through an agent as she lives in a different area. She said she had the tenant's address and contact information for service. I find that the tenant was legally served with the documents according to sections 88 and 89 of the Act. The landlord applies pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

- a) A monetary order pursuant to Sections 7, 45 and 67 for unpaid rent and damages;
- b) To retain the security deposit to offset the amount owing; and
- d) An order to recover the filing fee pursuant to Section 72.

Preliminary Issue:

The landlord testified that she had provided documentary evidence to the Residential Tenancy Branch for this hearing but it was not in her file. I gave her 3 business days to fax the evidence again. It was received on June 12, 2017.

Issue(s) to be Decided:

Has the landlord proved on a balance of probabilities that the tenant breached a fixed term lease and owes rent? Has she proved there were damages to the unit that were beyond reasonable wear and tear and the costs she incurred to repair the damages? If so, to what amount of compensation has she shown entitlement and is she entitled to recover the filing fee?

Background and Evidence:

The tenant did not attend although served with the Application/Notice of Hearing. The landlord was given opportunity to be heard, to present evidence and to make submissions. The landlord testified that tenancy commenced on June 1, 2016 on a

fixed term lease expiring June 30, 2017, rent is \$1750 a month and a security deposit of \$875 was paid. The landlord said the tenant vacated or abandoned the property and allowed some people to sublet and they caused damages. These people left also sometime in October 2016. She provided copies of utility bills to show the different occupancies.

The landlord testified that the tenant owes rent of \$3500 for two months, October and November 2016, plus an additional amount until she found a new tenant. She said the unit was new at move-in and there was some damage so she is claiming compensation for that also. In total her claim is for \$5048.75. I instructed her to send in evidence of the rent owed and her costs incurred within 3 business days which she did on June 12, 2017. I find she provided invoices and evidence to support her claim as outlined below.

The landlord provided evidence and claims as follows:

- \$99.75 replace keys not returned
- \$273 cleaning and garbage removal
- \$126 carpet cleaning
- \$3500 for two months empty with no rent
- \$700 for rental loss until new tenant found
- \$200 strata entrance key
- \$150 for two late payment fees.

On the basis of the documentary and solemnly sworn evidence presented at the hearing, a decision has been reached.

Analysis

Monetary Order

I find this was a fixed term tenancy and the tenant is responsible for rent to the end of the fixed term or until the landlord treats the tenancy at an end and finds a new tenant. Therefore, I find that there are rental arrears in the amount of \$3500 representing rental arrears for October and November 2016 and rental loss of \$700 until a new tenant was found in December 2016. I find the landlord entitled to recover \$4200 in rent. In respect to the charge for late payment fees, I find Residential Tenancy Regulation 7 limits fees for late payments to \$25 each time. I find the landlord entitled to recover only \$50 of the \$150 claimed pursuant to this regulation.

I find her evidence of damages credible as it is well supported by invoices, a condition inspection report and photos. I find her entitled to recover \$273 for cleaning and garbage removal and \$126 for carpet cleaning. I find her evidence credible that the

tenant sublet and abandoned the unit and the subletting persons did not return keys. I find the landlord entitled to recover key replacement costs of \$99.75 and \$200.

Conclusion:

I find the landlord is entitled to a Monetary Order as calculated below and to retain the security deposit to offset the amount owing. I also find the landlord is entitled to recover filing fees paid for this application.

Calculation of Monetary Award:

Rent arrears and loss	4200.00
Late fees allowed per Reg. 7	50.00
Clean and garbage removal	273.00
Carpet cleaning	126.00
Replacement of keys	299.75
Filing fee	100.00
Less security deposit	-875.00
Total Monetary Order to Landlord	4173.75

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, 2017

Residential Tenancy Branch