



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CAPREIT  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      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 unpaid rent or utilities, to retain all or a part of the tenant's security deposit, and to recover the cost of the filing fee.

Two agents for the landlord (the "agents") attended the teleconference hearing and gave affirmed testimony. During the hearing the agents were 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 agents testified that the Notice of Hearing and Application were served on the tenant by registered mail on April 6, 2017 and a registered mail tracking number was submitted in evidence which has been included on the cover page of this decision for ease of reference and identified as 1. According to the online registered mail tracking website, the registered mail package was signed for and accepted on April 7, 2017. Based on the above, I find that the tenant was served with the Application and Notice of Hearing on April 7, 2017, the date the registered mail package was signed for and accepted. The agents also testified that on August 9, 2017 they served the tenant by registered mail with the documentary evidence. The registered mail tracking number has been included on the cover page of this decision for ease of reference and identified as 2. According to the online tracking website, the second registered mail package was signed for and accepted on August 10, 2017. As a result, I am satisfied that the tenant was served with the documentary evidence as of August 10, 2017 and as a result, the hearing continued without 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 November 15, 2014 and reverted to a month to month tenancy after November 30, 2015. According to the agents, monthly rent was originally \$1,075.00 and was increased during the tenancy to the most recent amount of \$1,133.82 per month and was always due on the first day of each month. The agents confirmed that the tenant paid a \$537.50 security deposit at the start of the tenancy which the landlord continues to hold.

The landlord's monetary claim for \$1,533.82 is comprised as follows:

ITEM DESCRIPTION	AMOUNT CLAIMED
1. Unpaid March 2017 rent	\$1,133.82
2. Cleaning and garbage removal costs	\$280.00
3. Lost building key replacement cost	\$75.00
4. March 2017 parking	\$35.00
5. Laundry card replacement cost	\$10.00
<b>TOTAL</b>	<b>\$1,533.82</b>

Regarding item 1, the agents testified that on February 27, 2017 the tenant provided his written notice that he would be vacating the rental unit at the end of March 2017. The agents testified that the tenant vacated the rental unit on March 6, 2017 without paying rent for March 2017 and without returning his laundry card or one of the building keys.

Regarding item 2, the agents presented colour photos which the agents stated support that the tenant vacated the rental unit without cleaning the rental unit and without removing his garbage. The agents presented the invoice for \$280.00 in evidence which supports this portion of their claim.

Regarding item 3, the agents are claiming \$75.00 for the building key that the tenant failed to return to the landlord. The agents also provided a copy of an invoice in evidence which supports this portion of their claim in the amount of \$75.00 for a replacement key.

Regarding item 4, this item was dismissed during the hearing as the agents failed to provide a copy of a parking agreement and the tenancy agreement submitted in evidence indicated \$0.00 for parking.

Regarding item 5, the agents have claimed \$10.00 for the cost to replace the laundry card that they claim the tenant failed to return at the end of the tenancy. The agents referred to a tenant ledger which supports this amount of the landlord's monetary claim.

### Analysis

Based on the undisputed documentary evidence and undisputed testimony of the agents, and on the balance of probabilities, I find the following.

As the tenant was 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 indicated above, the only portion I have dismissed is item 4 as I find the tenancy agreement is contradictory to the parking amount claimed of \$35.00 as the tenancy agreement indicates that parking is \$0.00. Therefore, while item 4 is dismissed without leave to reapply due to contradictory evidence, the remainder of the landlord's claim is fully successful. I have taken into account that I find the landlord's evidence and testimony support their monetary claim for items 1, 2, 3 and 5.

In reaching this finding I have considered the agent's testimony, the landlord's photographic evidence, tenancy agreement, and tenant ledger. In addition, I find that the tenant breached sections 45(1), 37 and 26 of the *Act*. Section 45(1) of the *Act* requires that tenant not end a month to month tenancy in the manner in which the tenant ended this tenancy. In other words, by giving notice on February 27, 2017, the tenant was required to pay March 2017 rent which the tenant did not pay. Section 37 of the *Act* requires that a tenant leave the rental unit in a reasonably clean condition less reasonable wear and tear and I find that the photo evidence supports that the tenant breached section 37 by leaving the rental unit in a dirty condition. Section 26 of the *Act* requires that a tenant pay rent on the date in which it is due in accordance with the tenancy agreement. Based on the undisputed evidence before me, I find the tenant

breached section 26 of the *Act* by failing to pay March 2017 rent on March 1, 2017 or any date thereafter before vacating on March 6, 2017.

As the landlord's claim has merit, I grant the landlord the recovery of the cost of the filing fee in the amount of **\$100.00**. Based on the above, I find the landlord has established a total monetary claim of **\$1,598.82** comprised of \$1,133.82 for item 1, \$280.00 for item 2, \$75.00 for item 3, \$10.00 for item 5, plus the recovery of the cost of the \$100.00 filing fee which I am permitting to add to the claim total pursuant to section 72 of the *Act*.

I authorize the landlord to retain the tenant's full security deposit of \$537.50 which has accrued no interest to date 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 **\$1,061.32**.

### Conclusion

The landlord's application is almost fully successful.

The landlord has established a total monetary claim of \$1,598.82 as described above. The landlord has been authorized to retain the tenant's full security deposit of \$537.50 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 \$1,061.32. 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: August 30, 2017

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Residential Tenancy Branch