Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes   MNR MNDC FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- a monetary order for unpaid rent and compensation for loss pursuant to section 67;
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The hearing was conducted by conference call. The tenant did not attend this hearing, although I waited until 2:00 p.m. in order to enable the tenant to connect with this teleconference hearing scheduled for 1:30 p.m. The landlord attended the hearing and was given a full opportunity to provide affirmed testimony and present evidence.

The landlord testified that on April 7, 2017, a copy of the Application for Dispute Resolution and Notice of Hearing was sent to the tenant by registered mail. The landlord provided a registered mail tracking number in support of service.

Based on the above evidence, I am satisfied that the tenant was deemed served with the Application for Dispute Resolution and Notice of Dispute Resolution Hearing pursuant to sections 89 & 90 of the Act. The hearing proceeded in the absence of the tenant.

Issues

Is the landlord entitled to a monetary award for unpaid rent and compensation for loss?
Is the landlord entitled to recover the filing fee for this application from the tenant?

Background and Evidence

The tenancy began on April 15, 2016 with a monthly rent of $1650.00 payable on the 1st day of each month. The tenant paid a security deposit of $825.00 but the landlord testified this deposit was applied by the landlord on behalf the tenant towards a deposit required by BC Hydro. The landlord testified the tenant did not end up paying the pet deposit as required under the tenancy agreement. The tenancy ended on March 14, 2017.

The landlord is claiming the tenant failed to pay rent for the months of January 2017, February 2017 and the period of March 1-14, 2017. The landlord is claiming $4015.16 of unpaid rent for this period.

The landlord is also claiming $100.00 in expense incurred to clean the rental unit plus labour costs for changing the locks as the tenant failed to return keys at the end of the tenancy. The landlord submitted a receipt for this expense.

In the hearing, the landlord withdrew his claim for the Hydro deposit paid from the damage deposit.

Analysis

Section 7 of the Act provides for an award for compensation for damage or loss as a result of a landlord or tenant not complying with this Act, the regulations or their tenancy agreement. Under this section, the party claiming the damage or loss must do whatever is reasonable to minimize the damage or loss.

I accept the landlord's uncontested evidence and find that the tenant was obligated to pay monthly rent in the amount of $1650.00 but failed to pay rent for the period of January to March 14, 2017 in the total of $4015.16. I also accept the landlord's uncontested evidence and claim of $100.00 for cleaning plus labour costs of replacing the locks. The onus is on the tenant to leave the rental unit reasonably clean and to return any keys in her possession at the end of the tenancy and she failed to do so.

I find the landlord is entitled to a monetary award in the amount of $4115.16.

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 for a total monetary award of $4215.16.

Conclusion

Pursuant to section 67 of the *Act*, I grant the landlord a Monetary Order in the amount of $4215.16. Should the tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial 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 *Residential Tenancy Act*.

Dated: August 31, 2017

Residential Tenancy Branch