



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, 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, for damage to the rental unit, and for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- authorization to recover its filing fee for this application from the tenant pursuant to section 72.

The landlord's agent (the landlord) attended the hearing via conference call and provided undisputed affirmed testimony. The tenant did not attend or submit any documentary evidence. The landlord provided affirmed testimony that the tenant was served with the notice of hearing package and the submitted documentary evidence via Canada Post Registered Mail on June 2, 2017 and again on August 2, 2017. The landlord has provided as proof of service copies of the Canada Post Customer Receipt labels as confirmation. The landlord further stated that an online search of the Canada Post website shows that the tenant had signed in acknowledgement of receiving the initial package on June 5, 2017 and the second on August 3, 2017. I accept the undisputed evidence of the landlord and find that the tenant has been properly served as per sections 88 and 89 of the Act.

At the outset, the landlord gave notice that she wished to amend the monetary claim by lowering it to \$1,751.45 which consists of:

\$1,261.00	Unpaid/Loss Rent, June 2017 and July 1 to 11, 2017
\$32.00	Utilities, Fortis
\$70.20	Utilities, Hydro

\$89.25	Carpet Cleaning
\$300.00	Lease Break Fee

Issue(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent, for damage, for money owed or compensation for damage or loss and recovery of the filing fee?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

This tenancy began on March 1, 2017 on a fixed term tenancy ending on February 28, 2018 and then thereafter on a month-to-month basis as shown by the submitted copy of the signed tenancy agreement dated January 24, 2017. The monthly rent was \$850.00 payable on the 1st day of each month and a security deposit of \$425.00 was paid on January 24, 2017.

The landlord seeks an amended monetary claim of \$1,751.45 which consists of:

\$1,261.00	Unpaid/Loss Rent, June 2017 and July 1 to 11, 2017
\$32.00	Utilities, Fortis
\$70.20	Utilities, Hydro
\$89.25	Carpet Cleaning
\$300.00	Lease Break Fee

The landlord clarified that the tenant gave notice to end the tenancy on April 30, 2017 for May 31, 2017. The landlord stated that the rental unit was advertised for rent, but was not successful re-rented until July 11, 2017. The landlord seeks the loss of rental income for June 2017 of \$850.00 and the pro-rated amount of \$411.00 for the 11 days of July 2017.

The landlord also seeks recovery of utility costs (unpaid by tenant) Fortis \$32.00 and Hydro \$70.20. The landlord also seeks \$89.25 for carpet cleaning costs and a \$300.00 lease break fee agreed to in the addendum to the signed tenancy agreement, section "A". The landlord relies upon a completed "Security Deposit Statement" completed by the tenant on May 23, 2017 at the end of tenancy agreeing to Unpaid/Loss Rent, Carpet Cleaning, Fortis and Hydro and the Break Lease Fee. The landlord confirmed that the

amounts listed on this statement were made and agreed to by the tenant as indicated on May 23, 2017. I note that the amounts listed and agreed to by the tenant were greater.

The landlord also noted that a partial payment of \$115.47 was made by the tenant on July 20, 2017 to the landlord for the amounts owed.

In support of this claim, the landlord has provided:

- A copy of the signed tenancy agreement dated January 24, 2017
- A copy of the Tenant Ledger dated May 29, 2017
- A copy of email from tenant, re: notice to end tenancy dated April 30, 2017
- A copy of letter from landlord to tenant, re: tenant's obligations
- A copy of (2) online ads listing the rental unit for rent
- A copy of Hydro invoice dated May 12, 2017
- A copy of Fortis invoice dated May 9, 2017
- A copy of carpet cleaning invoice dated May 26, 2017
- A copy of completed condition inspection report, re: move-out, May 23, 2017
- A copy of completed Security Deposit Statement, dated May 23, 2017

Analysis

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party. In order to claim for damage or loss under the *Act*, the party claiming the damage or loss bears the burden of proof. The claimant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage. In this case, the onus is on the landlord to prove on the balance of probabilities that the tenant caused the damage and that it was beyond reasonable wear and tear that could be expected for a rental unit of this age.

The landlord has provided evidence that the tenant had agreed to the items of claim made in the "Security Deposit Statement" dated May 23, 2017. Although these amounts were listed higher, I take into consideration that the landlord has provided evidence that the rental unit was re-rented on July 11, 2017 and that the estimated costs have been justified based upon the submitted invoices. On this basis, I accept the

undisputed evidence of the landlord and find that the landlord has established a total monetary claim of \$1,751.45.

Based upon the landlord's direct testimony that the tenant had made a partial payment of \$115.47, I credit this amount to the tenant.

The landlord also having been successful is also entitled to recovery of the \$100.00 filing fee.

Conclusion

The landlord is granted a monetary order for \$1,735.98.

This order must be served upon the tenant. Should the tenant fail to comply with this order, the 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: November 08, 2017

Residential Tenancy Branch