



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNR, MNSD, FF

### Introduction

This hearing dealt with a landlord's application for a Monetary Order for unpaid rent and damage to the rental unit; and, authorization to retain the security deposit. The tenants did not appear at the hearing. The landlord testified that she sent hearing packages to each tenant at their forwarding address via registered mail on August 23, 2017 but the packages were returned as unclaimed. The landlord testified that the tenants had sent her a forwarding address via text or email in mid-August 2017. The landlord provided the registered mail tracking information, including tracking numbers, as proof of service. The landlord testified that she sent evidence to the tenants at their forwarding address via regular mail on September 21, 2017. Section 90 of the Act deems a person to be in receipt of mail five days after mailing even if the person refuses to accept or pick up their mail. Pursuant to section 90 of the Act, I found the tenants deemed served with the hearing packages and evidence five days after mailing and I continued to hear from the landlord without the tenants present.

The landlord sought to reduce her claims against the tenants to reflect her actual losses which were less than the estimated losses and I amended the landlord's application accordingly since it was beneficial to the tenants to do so.

I noted that I did not have any documentary evidence in the file before me. The landlord described in detail how she had delivered her evidence, including photographs, to a Service BC office on September 21, 2017. I found the landlord's statements credible and I found it likely that her evidence was either not sent by Service BC or misfiled upon receipt. I ordered the landlord to re-submit the documentary evidence to me after the teleconference call ended, which she did, and I have considered it in making this decision.

Issue(s) to be Decided

1. Has the landlord established an entitlement to compensation in the amounts claimed?
2. Is the landlord authorized to retain the tenants' security deposit?

Background and Evidence

The month to month tenancy commenced on April 1, 2017 and the tenants paid a security deposit of \$350.00. The tenants were required to pay rent of \$700.00 on the first day of every month.

The landlord submitted that the tenants returned possession of the rental unit on July 31, 2017 without giving the landlord any notice to end tenancy.

The landlord was able to re-rent the unit starting September 1, 2017 and seeks to recover loss of rent of \$700.00 for the month of August 2017 from the tenants.

The landlord also seeks to recover \$103.94 from the tenants for the cost to purchase a new interior door that was kicked or punched during the tenancy. The landlord purchased the same type and quality of interior door that was damaged.

The landlord also seeks \$250.00 from the tenants for the amount paid for a contractor to install the interior door and to repair the door frame and trim around the exterior door that had been damaged during the tenancy. The landlord explained that the exterior door had been kicked in during the tenancy and the tenant had replaced the door itself but that the frame and trim still needed to be repaired.

The landlord provided copies of the tenancy agreement; Addendum to the tenancy agreement; a Monetary Order worksheet; a receipt for the purchase of an interior door; and, a receipt for the contractor hired to install the interior door and repair the exterior door frame and trim.

Analysis

Under section 26 of the Act, a tenant is required to pay rent when due in accordance with their tenancy agreement so long as the tenancy remains in effect. Under section 45 of the Act, in order for a tenant to end a month to month tenancy, the tenant is required to give the landlord one full month of advance written notice. I accept the

landlord's unopposed evidence that the tenants ended the tenancy on July 31, 2017 and did not give the landlord sufficient notice to end tenancy. I further accept the landlord's unopposed submission that the landlord suffered a loss of rent for the month of August 2017 due to the tenants' breach of the Act. Therefore, I grant the landlord's request to recover loss of rent of \$700.00 from the tenants for the month of August 2017.

Under section 37 of the Act, a tenant is required to leave a rental unit undamaged. I accept the unopposed evidence from the landlord that the interior door was damaged during the tenancy, requiring replacement, and the frame and trim of the exterior door required repair at the end of the tenancy. I find the landlord sufficiently supported the amounts claimed to rectify this damage and I grant the landlord's request to recover \$103.94 and \$250.00 from the tenants for this damage.

I further award the landlord recovery of the \$100.00 filing fee paid for this application.

I authorize the landlord to retain the tenants' security deposit in partial satisfaction of the amounts awarded to the landlord.

In light of the above, I provide the landlord with a Monetary Order to serve and enforce upon the tenants, calculated as follows:

Loss of rent – August 2017	\$700.00
Interior door replacement	103.94
Labour to repair damage	250.00
Filing fee	100.00
Less: security deposit	<u>(350.00)</u>
Monetary Order	\$803.94

### Conclusion

The landlord is authorized to retain the security deposit and has been provided a Monetary Order for the balance owing of \$803.94 to serve and enforce upon the tenants.

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: February 28, 2018

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Residential Tenancy Branch