



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

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

DECISION

Dispute Codes MND MNDC MNSD FF

Introduction

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

- a Monetary Order for unpaid rent and damages pursuant to section 67;
- authorization to retain the security deposit in partial satisfaction of their monetary award pursuant to section 38; and
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The tenant did not attend this teleconference hearing, which lasted approximately 20 minutes. The line remained open throughout the hearing. The corporate landlord was represented by its agent BZ (the "landlord") who was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The landlord testified that the landlord's application for dispute resolution dated August 30, 2017 was sent to the tenant at the forwarding address they provided by registered mail on that date. The landlord provided a Canada Post tracking number as evidence of service. I find that the tenant was deemed served with the landlord's application for dispute resolution and evidence package in accordance with sections 89 and 90 of the Act on September 4, 2017, five days after mailing.

Issue(s) to be Decided

Is the landlord entitled to a monetary award as claimed?

Is the landlord entitled to recover the filing fee for this application from the tenant?

Background and Evidence

The landlord provided undisputed testimony regarding the following facts. This tenancy began in July, 2016. The monthly rent was \$3,200.00 payable on the first of each month. A security deposit of \$1,600.00 was paid at the start of the tenancy and is still held by the landlord.

The tenancy was month-to month when the tenant gave notice on August 13, 2017 of their intention to end it. The tenant gave notice by text message on August 13, 2017 and vacated the rental unit on August 15, 2017. The tenant did not pay any rent for September, 2017.

The parties participated in a move-out inspection and a condition inspection report was prepared at the end of the tenancy. The tenant provided their forwarding address on the condition inspection report.

The landlord testified that because the tenant did not properly schedule their move out they were fined by the strata who manage the rental building. In addition, the landlord testified that the tenant left appliances for which the strata charged a fee for disposal. The landlord said that the total amount charged by the strata for their unauthorized move-out and improper appliance disposal is \$600.00.

The landlord said that the tenant removed a light fixture and smoke detector from the ceiling of the rental unit. The landlord gave undisputed evidence that the cost of replacement for the fixtures is \$300.00.

The landlord seeks a monetary award in the amount of \$4,100.00 which consists of the rent for September, 2017, the charges from the strata and the cost of replacement of fixtures.

Analysis

Section 67 of the *Act* allows me to issue a monetary award for loss resulting from a party violating the *Act*, regulations or a tenancy agreement. 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 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. The claimant also has a duty to take reasonable steps to mitigate their loss.

The landlord provided undisputed evidence at this hearing as the tenant did not attend despite being served in accordance with the *Act*. I find that the tenant was obligated to pay rent in the amount of \$3,200.00. I accept the landlord's evidence that the tenant gave notice on August 13, 2017 by text message. Section 45(1) of the *Act* provides that a tenant may give notice to end a tenancy effective on a date no earlier than one month after the date the landlord receives the notice. Accordingly, I find that the effective date of the tenant's notice was September 31, 2017 and the tenant was obligated to pay the rent for September, 2017. I accept the landlord's evidence that the arrear for this tenancy is \$3,200.00.

I accept the landlord's undisputed evidence that the tenant caused fines and costs to be incurred from the strata corporation. I accept the landlord's evidence that the total amount of the charges from the strata is \$600.00.

I accept the landlord's evidence that the tenant removed fixtures from the rental unit and they had to be replaced. I accept the landlord's testimony that the cost of the replacement is \$300.00.

Based on the foregoing I issue a monetary award in the landlord's favour in the amount of \$4,100.00, pursuant to section 67 of the *Act*.

As the landlord's application was successful, the landlord is entitled to recover the \$100.00 filing fee for the cost of this application.

In accordance with sections 38 and the offsetting provisions of 72 of the *Act*, I allow the landlord to retain the tenant's \$1,600.00 security deposit in partial satisfaction of the monetary award issued in the landlord's favour.

Conclusion

I issue a monetary order in the landlord's favour in the amount of \$2,600.00 under the following terms, which allows the landlords to recover unpaid rent, the damage and loss suffered and the filing fee for their application:

Item	Amount
Unpaid Rent September 2017	\$3,200.00
Strata Fines and Charges	\$600.00
Replacement of Fixtures	\$300.00
Filing Fees	\$100.00
Less Security Deposit	-\$1,600.00
Total Monetary Order	\$2,600.00

The tenant must be served with this Order as soon as possible. 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: March 12, 2018

Residential Tenancy Branch