



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding SUMMIT PACIFIC PROPERTIES INC  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes                      MNR, MND, MNDC, MNSD, FF

### Introduction

On September 21, 2017, the Landlord filed an Application for dispute resolution under the *Residential Tenancy Act* requesting to recover unpaid rent and /or utilities; for compensation for damage to the unit; for compensation for damage or loss; to keep all or part of the security deposit or pet deposit; and to recover the cost of the filing fee.

The matter was scheduled as a teleconference hearing. The Landlord's agent appeared at the hearing; however the Tenants did not. The Landlord's agent (the "Landlord") testified that the Tenants were served with the Notice of Hearing and documentary evidence on September 23, 2017, via registered mail. The Landlord testified that the registered mail was sent to the Tenants at the address provided by the Tenants as their forwarding address. The Landlord provided a copy of a text message dated August 13, 2017, where the Tenant provides the address. The Landlord provided a copy of a registered mail tracking receipt in support of his testimony that the Notice of Hearing was served by registered mail. I find that the Tenants are deemed served with the Notice of Hearing on September 28, 2017, in accordance with sections 89 and 90 of the Act and they failed to attend the hearing.

The hearing process was explained and the Landlord was asked if he had any questions. The Landlord was provided the opportunity to present his evidence orally and in written and documentary form, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issues to be Decided

- Is the Landlord entitled to the monetary relief sought for unpaid rent?
- Is the Landlord entitled to compensation for damage or loss?
- Is the Landlord entitled to monetary relief for damage to the unit?
- Is the Landlord entitled to keep the security deposit?

Background and Evidence

The Landlord testified that the tenancy began on December 1, 2013, as a one year fixed term tenancy. The fixed term tenancy was renewed to continue until March 31, 2018. Rent in the amount of \$1,782.00 was due to be paid to the Landlord by the first day of each month. The tenancy agreement required the Tenants to pay \$240.00 for utility costs each month. The Tenants paid the Landlord a security deposit of \$800.00. The Landlord testified that the Tenants moved out on August 15, 2017, before the end of the fixed term tenancy.

The Landlord makes the following claims for compensation:

August 2017, Rent	\$1,782.00
August 2017, Utilities	\$240.00
September 2017, Rent	\$891.00
September 2017, Utilities	\$120.00
Painting and Cleaning	\$851.00
Broken Lease Fee	\$1,011.00
NSF Fee	\$25.00

August 2017, Rent \$1,782.00

The Landlord testified that the Tenants failed to pay the rent that was due under the tenancy agreement for the month of August 2017. The Landlord testified that he suffered a loss of \$1,782.00 for August 2017, rent.

August 2017, Utilities \$240.00

The Landlord testified that the tenants failed to pay the utility costs for the month of August 2017. The Landlord is seeking \$240.00 for August 2017, utilities.

September 2017, Rent \$891.00

The Landlord testified that he advertised the rental unit on a local internet website and was not able to re-rent the unit until September 15, 2017. The Landlord testified that he suffered a loss of rent in the amount of \$891.00 for the first half of September 2017.

September 2017, Utilities \$120.00

The Landlord testified that they suffered the cost of utilities for half of September 2017. The Landlord is seeking \$120.00 for September 2017, utilities.

Painting and Cleaning \$851.00

The Landlord testified that the Tenants left the rental unit unclean at the end of the tenancy. The Landlord testified that they needed to patch and paint the rental unit. The Landlord testified that the rental unit required cleaning and the carpets required cleaning. The Landlord testified that the exterior of the unit required power washing. The Landlord provided photocopied photographs of the rental unit.

The Landlord is seeking the amount of \$851.00 for the costs to clean and repair the rental unit.

Broken Lease Fee \$1,011.00

The Landlord testified that the tenancy agreement provides the Tenant with an opportunity to buy themselves out of the fixed term lease for a fee equal to two months' rent plus utilities. The Landlord testified that they are only claiming 25% of the amount because it is an amount that is more fair to the Tenants for the costs associated with breaking the lease.

NSF Fee \$25.00

The Landlord is seeking to recover \$25.00 that the bank charged for a bounced rent cheque in August 2017.

Security Deposit

The Landlord received the Tenants forwarding address via text message on August 13, 2017. The Landlord applied for dispute resolution on September 21, 2017.

The Landlord testified that the Tenant failed to respond to the offer of a move out inspection at the end of the tenancy. The Tenant did not participate in a move out inspection.

Analysis

Based on all of the above, the evidence and testimony, and on a balance of probabilities, I find as follows:

August 2017, Rent \$1,782.00

I find that the Tenant moved out of the rental unit prior to the end of the fixed term tenancy and is therefore responsible for any loss of rent suffered by the Landlord until the rental unit could be re-rented. I find that the Landlord took steps to mitigate the loss of rent by advertising the rental unit on a local internet website.

I grant the Landlord \$1,782.00 for a loss of August 2017 rent.

August 2017, Utilities \$240.00

I find that the Tenant is responsible to pay the utility costs up until August 15, 2017. While I acknowledge that the utilities were still running beyond August 15, 2017, I find that the use of hydro and gas would have been very low for the second half of August 2017. I find that it is not reasonable to charge the Tenant the full amount when the Tenant was not there using the utilities.

I grant the Landlord \$120.00 for half a month of utility costs.

September 2017, Rent      \$891.00

I find that the Tenant is responsible for any loss of rent suffered by the Landlord until the rental unit could be re-rented. The Landlord advertised the unit found a new Tenant as of September 15, 2017.

I grant the Landlord the amount of \$891.00 for a loss of September 2017, rent.

September 2017, Utilities      \$120.00

I find that it is not reasonable to charge the Tenant the full amount for a half month of utilities when the Tenant was not using the utilities.

The Landlords claim for \$120.00 is dismissed.

Painting and Cleaning \$851.00

The Landlords claims for painting and cleaning are unopposed. I find that the Tenants are deemed to have received the Notice of Hearing and failed to attend the hearing.

I find that the Landlords claims for painting and cleaning the rental unit are reasonable claims.

I grant the Landlord \$851.00 for painting and cleaning costs.

Broken Lease Fee      \$1,011.00

I find that the tenancy agreement allows the Landlord to claim a lease break fee. I find that the Tenants broke the lease agreement when they moved out of the rental unit on August 15, 2017. I find that the Landlord's claim of \$1,011.00 is a reasonable claim for the costs associated to the broken lease.

I grant the Landlord the amount of \$1,011.00.

NSF Fee      \$25.00

I find that the Tenant is responsible to reimburse the Landlord for the \$25.00 bank charge associated with the August 2017, rent cheque that bounced.

I grant the Landlord the amount of \$25.00.

Security Deposit

Section 24 of the Act provides that the right of a Tenant to the return of a security deposit is extinguished if the Landlord has offered an opportunity for an inspection and the Tenant has not participated.

I find that the Landlord offered the Tenant an opportunity to attend a move out inspection and the Tenant did not respond. I find that the Tenant extinguished the right to the return of the security deposit.

The security deposit will apply to any monetary awards granted to the Landlord.

Filing Fee

Section 72 of the *Act* gives me authority to order the repayment of a fee for an application for dispute resolution. As the Landlord was mostly successful with his application, I order the Tenants to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution.

Monetary Awards

The Landlord has established a monetary claim in the amount of \$4,780.00 for unpaid rent and utilities, painting and cleaning costs, a broken lease fee, and the recovery of the filing fee.

After setting off the award of \$4,780.00 against the security deposit of \$800.00, I grant the Landlord a monetary order in the amount of \$3,980.00. The order must be served on the Tenants and may be enforced in the Provincial Court.

Conclusion

The Landlord is awarded compensation in the amount of \$3,980.00 for unpaid rent and utilities, painting and cleaning costs, a broken lease fee, and the recovery of the filing fee.

The monetary order must be served on the Tenants and may be enforced in the Provincial 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: April 24, 2018

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Residential Tenancy Branch