



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BC Housing Management Commission
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNR, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for unpaid rent - Section 67;
2. A Monetary Order for damages to the unit - Section 67; and
3. An Order to recover the filing fee for this application - Section 72.

The Tenants did not attend the hearing. I accept the Landlord’s evidence that the Tenants were served with the application for dispute resolution and notice of hearing (the “Materials”) by registered mail on March 6, 2018 in accordance with Section 89 of the Act. Section 90 of the Act provides that a document served in accordance with section 89 of the Act is deemed to be received if given or served by mail, on the 5th day after it is mailed. Given the evidence of registered mail I find that the Tenants are deemed to have received the Materials on March 11, 2018. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy, under written agreement, started on April 1, 2014. The Parties mutually conducted a move-in inspection on March 13, 2014. Rent of \$675.00 was payable on

the first day of each month. No security deposit was collected. The Tenants contacted the Landlord on January 19, 2018, informed the Landlord that the Tenants had moved out, and provided their forwarding address. The Tenant was sent two offers for a move-out inspection however the Tenant did not attend either. The Landlord completed the move-out condition inspection and report on March 1, 2017.

The Landlord states that the Tenants did not give any notice to end the tenancy and did not pay any rent for February 2017. The Landlord states that the unit could not be re-rented as the Landlord was waiting to hear from the Tenants about disposing remaining items left in the unit. The Landlord states that it has no evidence about contacting the Tenant in relation to these belongings. The Landlord claims \$360.00.

The Landlord states that the Tenants failed to leave the unit clean with items left in the unit and the Landlord claims \$505.70 for the cost of cleaning the unit and removing the garbage. The Landlord provides an invoice dated July 2017 and a copy of the move-out inspection.

The Landlord states that the Tenants left a bathroom door damaged requiring its replacement. The Landlord claim \$130.00 for the replacement cost and provides an invoice for this purchase dated June 30, 2017. The Landlord states that a paid employee installed the door and the Landlord claims \$30.00 for this labour. The Landlord provides an invoice dated September 30, 2017. The Landlord confirms that none of the labour costs claimed were paid to anyone.

The Landlord states that the Tenants failed to return the keys and two fobs for the unit and the Landlord claim the replacement costs of \$36.00. The Landlord provides an invoice from itself for this amount. The Landlord states that the fobs are purchased from the security company at a cost of \$20.00 each. The Landlord states that they have a policy of only charging \$10.00 per fob. The Landlord does not know what was paid for the keys.

Analysis

Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. This section further provides that where a landlord or tenant claims compensation for damage or loss that results from the other's non-compliance with this Act, the regulations or their tenancy agreement the claiming party must do whatever is reasonable to minimize the damage or loss. Based on the Landlord's undisputed evidence that the Tenants informed the Landlord on January 19, 2017 that they moved out of the unit and although the Tenants did not give the required notice to end the tenancy, given the Landlord's evidence that the Landlord did not follow up on any belongings left in the unit and did not make repairs or clean the unit for some months, I find that the Landlord has not substantiated that it took any steps to minimize the costs or loss claimed for February 2017 rent. I also consider that given the Landlord's slow repair of the unit the Tenants did not cause the loss of any rental income for February 2017. I therefore dismiss this claim.

Section 37 of the Act provides that when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear, and give the landlord all the keys or other means of access that are in the possession or control of the tenant and that allow access to and within the residential property. Based on the Landlord's undisputed evidence that the Tenants left the unit unclean and with damages and given the invoices or receipts provided by the Landlord I find that the Landlord has substantiated an entitlement to the costs claimed of **\$505.70** and **\$130.00** for the cleaning and the replacement door. As the Landlord has not provided any evidence that anyone was paid \$30.00 for the labor to install the door I dismiss this claim.

Based on the Landlord's undisputed evidence that the two fobs were not returned, that the Landlord has a cost of \$20.00 per fob and as no evidence was provided on any

costs for the keys I find that the Landlord has substantiated an entitlement to the total cost claimed of **\$36.00**.

As the Landlord's claims have been successful I find that the Landlord is entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$771.70**.

Conclusion

I grant the Landlord an order under Section 67 of the Act for **\$771.70**. If necessary, this order may be filed in the Small Claims 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: September 25, 2018

Residential Tenancy Branch