



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding GATEWAY PROPERTY MANAGEMENT CORP.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDL-S, MNRL-S, FFL

Introduction

On January 31, 2018, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (the “Act”) requesting a Monetary Order for damages, a Monetary Order for unpaid rent, to apply the security deposit to their claim and to recover the cost of the filing fee. The matter was set for a participatory hearing via conference call.

The Landlord attended the conference call hearing; however, the Tenant did not attend at any time during the 34-minute hearing. The Landlord testified that she served the Tenant with the Notice of Hearing by sending it via registered mail on February 2, 2018. The Landlord supplied a Canada Post tracking number and records show that someone showed up to claim the package, but refused to pick it up. The Landlord also stated that they sent the Tenant a second evidence package via registered mail on May 9, 2018 and that this package was signed for by the Tenant. I find that the Tenant has been duly served with the Notice of Hearing in accordance with Section 89 the Act.

The Landlord was provided the opportunity to present her affirmed testimony and documentary evidence at the hearing. The Tenant did not submit any evidence for the hearing.

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

Should the Landlord receive a Monetary Order for damages, pursuant to Section 67 of the Act?

Should the Landlord receive a Monetary Order for unpaid rent, pursuant to Section 67 of the Act?

Should the Landlord be authorized to apply the security deposit to their claim, pursuant to Section 72 of the Act?

Should the Landlord be reimbursed for the cost of the filing fee, pursuant to Section 72 of the Act?

Background and Evidence

The Landlord provided the following undisputed evidence:

The tenancy began on March 1, 2013 with the Tenant and a second party. By November 2017, the Tenant was the only tenant in the rental unit and responsible for paying the monthly rent of \$1,345.00. The Landlord collected and still holds a \$625.00 security deposit, plus a \$50.00 fee for a deposit on an access card for a total of \$675.00.

The Landlord stated that the Tenant failed to pay rent on November 1, 2017. The Landlord issued a 10-Day Notice to End Tenancy and the Tenant disputed the Notice; however, abandoned the rental unit on November 24, 2017, without returning the keys, access cards or attending the move-out condition inspection. The Landlord is claiming for 24 days of rent from November 1, 2017 to November 24, 2017 in the amount of \$1,076.00.

The Tenant left the rental unit in disarray, dirty, scattered with personal items, with a fridge full of old food and garbage in the hallways. The Landlord submitted photos as evidence that showed the garbage, that the walls had been painted without the permission of the Landlord and the large amount of discarded furniture, personal items and damage. The Landlord is making the following claim:

Item	Amount
Cleaning of the rental unit	\$200.00
Painting of the rental unit.	400.00
Lock change fee	50.00
Replacement of two access cards	60.00
Broken balcony window	320.69

Removal and disposal of garbage/personal items	971.25
Total Landlord claim for damages	\$2,001.94

The Landlord is claiming for \$1,076.00 in unpaid rent for November 2017, plus \$2,001.94 in damages, plus \$100.00 for the filing fee for a total of \$3,177.94. The Landlord would like to apply the \$675.00 security deposit to their claim.

Analysis

Section 7(1) of the Act establishes that a Tenant who does not comply with the Act, the Regulations or the Tenancy Agreement must compensate the Landlord for damage or loss that results from that failure to comply. I accept the Landlord's undisputed evidence and find that the Tenant failed to pay the rent in November 2017 contrary to Section 26 of the Act, and failed to leave the rental unit reasonably clean and return all the keys and other means of access contrary to Section 37 of the Act. As a result of the Tenant's breaches of the Act and because the Landlord has provided sufficient evidence to prove that she incurred damages and a loss of rent due to the Tenant's breaches, I find that the Landlord has established a monetary claim.

In accordance with Section 67 of the Act, I issue a Monetary Order in the Landlord's favour under the following terms, which allows the Landlord to recover unpaid rent, damages and the filing fee for this Application, and to retain the Tenant's security deposit:

Item	Amount
Total Damages	\$2,001.94
24 days of unpaid rent for November 2017	1,076.00
Reimbursement for the filing fee	100.00
Less security deposit	-675.00
Total Monetary Order for Landlord	\$2,502.94

Conclusion

The Landlord has established a monetary claim, in the amount of \$3,177.94, which includes \$1,076.00 in unpaid rent, \$2,001.94 in damages and \$100.00 in compensation for the fee paid to file this Application for Dispute Resolution. Pursuant to section 72(2)

of the Act, I authorize the Landlord to keep the Tenant's security deposit of \$675.00, in partial satisfaction of the monetary claim.

Based on these determinations, I grant the Landlord a Monetary Order for the balance of \$2,502.94. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia 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 06, 2018

Residential Tenancy Branch