



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Decision Codes: FFL, MNDCL-S, MNDL-S, MNRL-S

Introduction

The Application for Dispute Resolution filed by the landlord makes the following claims:

- a. A monetary order in the sum of \$2098.38 for unpaid rent and damages
- b. An order to keep the security deposit.
- c. An order to recover the cost of the filing fee

The tenant(s) failed to appear at the scheduled start of the hearing which was 1:30 p.m. on December 14, 2018. A representative of the landlord was present and ready to proceed. I left the teleconference hearing connection open and did not start the hearing until 10 minutes after the schedule start time in order to enable the tenant to call in. The tenant(s) failed to appear. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I then proceeded with the hearing. The representative of the landlord was given a full opportunity to present affirmed testimony, to make submissions and to call witnesses.

On the basis of the solemnly affirmed evidence presented at the hearing a decision has been reached. All of the evidence was carefully considered.

The Residential Tenancy Act permits a party to serve another by mailing, by registered mail to where they reside or to the forwarding address provided. The Policy Guidelines provide that a party cannot avoid service by refusing to claim their registered mail. I find that the Application for Dispute Resolution and Notice of Dispute Resolution Hearing was served by mailing, by registered mail to the forwarding address provided by the Tenant on September 14, 2018 and that it was sufficiently served even though the Tenant failed to pick up the package.

Issues to be Decided

The issues to be decided are as follows:

- a. Whether the landlord is entitled to a monetary order and if so how much?
- b. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?
- c. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence:

The parties entered into a one year fixed term written tenancy agreement that provided that the tenancy would start on December 1, 2017 and end on November 30, 2018.

The tenancy agreement provided that the tenant(s) would pay rent of \$1528 and parking of \$120 for a total of \$1648. The tenant paid a security deposit of \$764 at the start of the tenancy.

On July 24, 2018 the tenant advised the landlord she was vacating the rental unit at the end of July. The landlord advised that she was responsible to pay the rent for August if the landlord was not able to find a new tenant. The tenant agreed to be responsible for the rent for August. The tenant vacated the rental unit at the end of July.

The landlord was not able re-rent the rental unit for August 1, 2018 despite sufficiently attempting to find a new renter. However, she was able to find a new tenant who moved in prior to the first of September. The landlord claims a reduced loss of rent of \$1233 and parking of \$49 for August 2018 for a total of \$1282.

Landlord's Application - Analysis

The Residential Tenancy Act provides the tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access. The tenant must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant and is liable to compensate the landlord for failure to do so. In some instances the landlord's standards may be higher than what is required by the Act. The tenant is required to maintain the standards set out in the Act. The tenant is not required to make repairs for reasonable wear and tear. The applicant has the burden of proof to establish the claim on the evidence presented at the hearing.

Monetary Order and Cost of Filing fee

With respect to each of the landlord's claims I find as follows:

- a. I determined the landlord is entitled to \$1282 for loss of rent and parking for the month of August 2018.
- b. I determined the landlord is entitled to \$36 for the tenant's electrical bill for the period of time she was in the rental unit.
- c. I determined the landlord is entitled to \$501 for the cost of cleaning, carpet cleaning, painting, junk removal, changing locks to the rental unit and mailbox and a new Fob.

In summary I determined the landlord has established a monetary claim against the tenant(s) in the sum of \$1819 plus the \$100 filing fee for a total of \$1919.

Security Deposit

I determined the security deposit totals the sum of \$764. I determined the landlord is entitled to retain this sum. I ordered the landlord may retain this sum thus reducing the amount outstanding under this monetary order to the sum of \$1155.

Conclusion:

I ordered that the landlord shall retain the security deposit of \$764. I further ordered that the tenant pay to the landlord the sum of \$1155.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial Court and enforced as an Order of that Court.

This decision is final and binding on the parties.

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: December 14, 2018

Residential Tenancy Branch