



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding VEDA 800 Kelowna Student Housing Ltd. c/o
Domus and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, 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 damage to the unit - Section 67;
2. A Monetary Order for compensation - Section 67; and
3. An Order to recover the filing fee for this application - Section 72.

The Tenant did not attend the hearing. The Landlord served the Tenant with the application for dispute resolution, notice of hearing and all its evidence (the “Materials”) by regular mail to the Tenant’s home address on March 15, 2019. The Tenant provided this address to the Landlord at the outset of the tenancy. The Landlord provided a copy of a letter dated May 10, 2019 from Canada Post that the Tenant received and signed for the Materials at this address. Although Section 89 of the Act does not allow service by regular mail, given the postal evidence of the Tenant’s signature on receipt of the Materials I find that the Landlord sufficiently served the Materials for the purposes of the Act as provided under section 71(2)(c) of the Act. 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 September 1, 2018. Rent of \$1,050.00 was payable on the first day of each month. At the outset of the tenancy the Landlord collected \$475.00 as a security deposit. The Landlord has not returned the security deposit. On March 3, 2019 the Tenant sent an email to the Landlord indicating that the Tenant moved back home. The Tenant had not provided any advance notice of moving out of the unit. On March 4, 2019 the Landlord attended the unit and confirmed that the Tenant had moved out all its belongings. The Tenant has not communicated with or responded to the Landlord's emails after this date. The Landlord has not received any forwarding address from the Tenant.

The Tenant did not pay any rent for February or March 2019 and the Landlord claims \$2,100.00. Immediately upon confirming that the Tenant vacated the unit the Landlord advertised the unit online for the same rent. The Landlord obtained a new tenant for June 1, 2019.

The Tenant did not leave the unit clean and the Landlord claims \$135.00 as the costs. The Landlord provides an estimate for this cost and did pay the estimated amount.

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. Section 44(1)(d) of the Act provides that a tenancy ends when the tenant vacates or abandons the rental unit. Rent is no longer payable after a tenancy ends. Based on the undisputed evidence that no rent was paid for February 2019 while the Tenant occupied the unit I find that the Landlord has substantiated an entitlement to unpaid rent of **\$1,050.00** for February. Based on the

undisputed evidence that the Tenant was no longer in the unit as of March 4, 2019 I find that the Landlord has substantiated an entitlement to unpaid rent for the period March 1 to 4, 2019 inclusive.

As the Tenant did not give any notice to end the tenancy I find that the Tenant breached the Act. As the Landlord advertised the unit at the same rental rate as soon as the Landlord became aware that the unit was empty I find that the Landlord has substantiated that the Landlord took reasonable steps to mitigate the losses that arose from the Tenant's breach. As the Landlord was not able to rent the unit for the same date as the tenancy ended due to the lack of notice from the Tenant I find that the Landlord has substantiated that the Tenant's breach caused the loss of rental income for the period March 5 to 31, 2019 inclusive. The Landlord is therefore entitled to a total sum of **\$1,050.00** for the month of March 2019.

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 undisputed evidence that the Tenant did not clean the unit and given the undisputed evidence of the estimate plus the Landlord's undisputed oral evidence of paying the estimated cost for cleaning the unit, I find that the Landlord has substantiated the entitlement of **\$135.00** for cleaning costs.

As the Landlord's claims have been successful I find that the Landlord is also entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$2,335.00**. Deducting the security deposit plus zero interest of **\$475.00** from this entitlement leaves **\$1,860.00** owed by the Tenant.

Conclusion

I Order the Landlord to retain the security deposit plus interest of **\$475.00** in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the remaining **\$1,860.00**. 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 Act.

Dated: May 30, 2019

Residential Tenancy Branch