



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Decision Codes: FFL, 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 \$2275 for unpaid rent, failure to sufficiently clean and lease break charge.
- b. An order to keep the security deposit.
- c. An order to recover the cost of the filing fee

A hearing was conducted by conference call in the presence of a representative of the applicant and in the absence of the respondents although duly served. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

The Residential Tenancy Act permits a party to serve another by sending the Application for Dispute Resolution by registered mail to the forwarding address provided by the other party. It is deemed received 5 days later. The Policy Guidelines further provide that a party cannot avoid service by refusing to pick up their registered mail. I find that the Application for Dispute Resolution and Notice of Dispute Resolution Hearing was served on the Tenants by mailing on January 11, 2019, by registered mail to the forwarding address provided by the Tenants and it was sufficiently served even though the Tenants failed to pick up their registered mail. With respect to each of the applicant's claims I find as follows:

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 May 1, 2018 and end on April 30, 2019. The tenancy agreement provided that the tenant(s) would pay rent of \$1500 per month payable in advance on the first day of each month. The tenants paid a security deposit of \$875 at the start of the tenancy.

On December 31, 2018 the tenants gave the landlord notice they were vacating the next day. The tenants vacated the rental unit on January 1, 2019. The landlord was not able to re-rent the rental unit for January 2019 even though they sufficiently attempted to mitigate their loss.

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 the sum of \$1500 for loss of rent for January 2019 as the tenants failed to give sufficient notice. .
- b. I determined the landlord is entitled to \$208.75 for the cost of cleaning.
- c. I determined the landlord is entitled to \$147 for the cost of carpet cleaning.
- d. I determined the landlord is entitled to \$20 for the balance owing on the rent for October 2018.
- e. I determined the landlord is entitled to \$25 for a late fee for October 2018 and \$25 for a late fee for December 2018.
- f. I determined the landlord is entitled to \$300 pursuant to the tenancy agreement that provided that if the tenant broke the lease prior to the end of fixed term the landlord was entitled to this sum.

In summary I determined the landlord has established a monetary claim against the tenant(s) in the sum of \$2225.75 plus the \$100 filing fee for a total of \$2375.75.

Security Deposit

I determined the security deposit plus interest totals the sum of \$875. 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 \$1450.75.

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: May 02, 2019

Residential Tenancy Branch