



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding STERLING FURNISHED SUITES LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

FFL MNDCL-S MNDL-S MNRL-S

Introduction

This hearing was convened by way of conference call concerning an application made by the landlord seeking a monetary order for unpaid rent or utilities; a monetary order for damage to the rental unit or property; a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement; an order permitting the landlord to keep all or part of the pet damage deposit or security deposit; and to recover the filing fee from the tenant for the cost of the application.

The landlord company was represented at the hearing by an agent who gave affirmed testimony and provided evidentiary material in advance of the hearing. However, the line remained open while the telephone system was monitored for 10 minutes prior to hearing any testimony and no one for the tenant joined the call. The landlord's agent testified that the tenant was served with the Application for Dispute Resolution and notice of this hearing, as well as some of the evidentiary material on September 19, 2019 by Express Post and has provided copies of the Canada Post cash register receipt and tracking document. Other evidence was similarly served on the tenant, and proof of that service has also been provided. I am satisfied that the tenant has been served in accordance with the *Residential Tenancy Act*.

Issue(s) to be Decided

- Has the landlord established a monetary claim as against the tenant for unpaid rent?
- Has the landlord established a monetary claim as against the tenant for damage to the rental unit or property?
- Has the landlord established a monetary claim as against the tenant for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and more specifically for recovery of the \$100.00 filing fee?

- Should the landlord be permitted to keep all or part of the security deposit in full or partial satisfaction of the claim?

Background and Evidence

The landlord's agent testified that this fixed term tenancy began on September 15, 2018 and was to expire on September 30, 2019 thereafter reverting to a month-to-month tenancy. Rent in the amount of \$2,500.00 per month was payable on the 1st day of each month and the landlord collected a pro-rated amount for the first month. At the outset of the tenancy the landlord collected a security deposit from the tenant in the amount of \$1,250.00 which is still held in trust by the landlord, and no pet damage deposit was collected. The rental unit is an apartment suite, and a copy of the tenancy agreement has been provided as evidence for this hearing.

The landlord's agent also testified that the tenant gave notice to vacate the rental unit on August 1, 2019 effective August 31, 2019, and did not pay any rent for September. The landlord advertised the rental unit on Craigslist on August 6, 2019 for a new tenancy to commence on September 1, 2019 for \$2,500.00 per month and was permitted to provide proof of that advertisement after the hearing had concluded. I have now received a copy of the advertisement which specifies that the rental unit was available September 1, 2019 for the rental amount of \$2,500.00 per month. The landlord's agent testified that the rental unit did not re-rent and the owner sold in October or November, 2019.

The landlord seeks a monetary order for the unpaid rent to the end of the fixed term totalling \$2,500.00.

The landlord's agent also testified that the parties participated in a move-in and move-out condition inspection report, and a copy has been provided for this hearing. The move-out portion is dated August 31, 2019 and the tenant agreed in writing on that report that the landlord could retain \$120.00 of the security deposit for cleaning. The tenant also provided a forwarding address in writing on that move-out condition inspection report on August 31, 2019.

Analysis

I have reviewed the tenancy agreement and I am satisfied that the tenant entered into a fixed term contract with the landlord to rent until the end of September 30, 2019. I accept the undisputed testimony of the landlord's agent that the tenant vacated on August 31, 2019, which is also evidenced by the move-out condition inspection report. The *Residential Tenancy Act* specifies that the landlord must do whatever is reasonable to mitigate any loss suffered, which in this case is to advertise the rental unit within a

reasonable time after learning that the tenant intended to vacate. I have also reviewed the advertisement, and I am satisfied that the landlord has proven mitigation, and the landlord is entitled to recovery of one month's rent, or \$2,500.00.

I have also reviewed the move-in/out condition inspection report, and I am satisfied that the tenant agreed that the landlord could keep \$120.00 of the security deposit for cleaning.

Since the landlord has been successful with the application the landlord is also entitled to recovery of the \$100.00 filing fee.

I order the landlord to keep the \$1,250.00 security deposit in partial satisfaction of the claim and I grant a monetary order in favour of the landlord as against the tenant for the difference totalling \$1,470.00 ($\$2,500.00 + \$120.00 + \$100.00 = \$2,720.00 - \$1,250.00 = \$1,470.00$).

Conclusion

For the reasons set out above, I hereby order the landlord to keep the \$1,250.00 security deposit and I grant a monetary order in favour of the landlord as against the tenant pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$1,470.00.

This order is final and binding and may be enforced.

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: January 14, 2020

Residential Tenancy Branch