



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNDL, MNRL, MNDCL, FFL

Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for money owed or compensation for damage or loss, for a monetary Order for unpaid rent, for a monetary Order for damage to the rental unit, and to recover the fee for filing this Application for Dispute Resolution.

The Landlord stated that on February 20, 2020 the Dispute Resolution Package and the evidence the Landlord submitted to the Residential Tenancy Branch were sent to the Tenant, via email. The Landlord had authority to serve these documents by email, pursuant to the decision of February 18, 2020, in which a Residential Tenancy Branch Adjudicator granted that authority.

On the basis of the undisputed evidence I find that the aforementioned documents have been served to the Tenant in accordance with the decision of February 18, 2020. As the documents have been properly served to the Tenant, the hearing proceeded in the absence of the Tenant and the evidence was accepted as evidence for these proceedings.

The Landlord affirmed that she would provide the truth, the whole truth, and nothing but the truth at these proceedings.

Issue(s) to be Decided

Is the Landlord entitled to compensation for damage to the rental unit/lost revenue and to compensation for unpaid rent?

Background and Evidence

The Landlord stated that:

- the tenancy began on April 04, 2019;
- the parties signed a fixed term tenancy agreement, the fixed term of which ended on March 31, 2020;
- the Tenant agreed to pay monthly rent of \$2,200.00 by the first day of each month;
- on September 01, 2020 the Tenant mailed her written notice of her intent to end the tenancy on October 31, 2019
- the rental unit was vacated on October 31, 2019;
- the rental unit was advertised for rent in early September of 2019;
- the Landlord was unable to re-rent the unit until December 01, 2019;
- the new occupant agreed to pay rent of \$2,050.00;
- she is seeking to recover lost revenue of \$2,200.00 from November of 2019;
- she is seeking to recover lost revenue of \$150.00 per month for December of 2019, January of 2020, February of 2020, and March of 2020;
- there is a term in the addendum to the tenancy agreement, which requires the Tenant to pay a fee of \$25.00 if rent is not paid on time;
- the Tenant was required to pay for hydro used during the tenancy;
- when the Tenant left there was an unpaid hydro charge of \$23.16;
- the Tenant has not paid the hydro charge of \$23.16;
- the Landlord submitted a bill that shows there is an outstanding charge of \$23.16;
- the Tenant did not return the access fob for the parking gate;
- the Landlord submitted an invoice that shows it cost \$100.00 to replace the access fob;
- the Tenant only returned one set of keys to the rental unit, although two sets were provided at the start of the tenancy;
- the Landlord changed the locks because all keys were not returned;
- the rental unit required cleaning at the end of the tenancy;
- the photographs she submitted in evidence demonstrate that cleaning was required; and
- she spent 6 hours cleaning the unit, for which she is seeking compensation of \$300.00.

Analysis

When making a claim for damages under a tenancy agreement or the *Act*, the party making the claim has the burden of proving their claim. Proving a claim in damages includes establishing that damage or loss occurred; establishing that the damage or

loss was the result of a breach of the tenancy agreement or *Act*; establishing the amount of the loss or damage; and establishing that the party claiming damages took reasonable steps to mitigate their loss.

On the basis of the undisputed evidence, I find that the Tenant entered into a tenancy agreement with the Landlords that required the Tenant to pay monthly rent of \$2,200.00 by the first day of each month. I find that this fixed term tenancy was to begin on April 04, 2019 and to end on March 31, 2020.

On the basis of the undisputed evidence, I find that the Tenant did not comply with section 45(2) of the *Act* when she ended this fixed term tenancy on a date that was earlier than the end date specified in the tenancy agreement. I therefore find that the Tenant must compensate the Landlord for any losses the Landlords experienced as a result of the Tenant's non-compliance with the *Act*, pursuant to section 67 of the *Act*.

On the basis of the undisputed evidence, I find that the Landlords made reasonable efforts to re-rent the unit but were unable to do so until December 01, 2019, at which time they were only able to re-rent it for \$2,050.00. I therefore find that the Tenant must pay \$2,200.00 to the Landlords for the loss of revenue that the Landlord experienced in November of 2019; \$150.00 for the loss of revenue the Landlord experienced in December of 2019; \$150.00 for the loss of revenue the Landlord experienced in January of 2020; \$150.00 for the loss of revenue the Landlord experienced in February of 2020; and \$150.00 for the loss of revenue the Landlord experienced in March of 2020.

On the basis of the undisputed evidence, I find that there is a term in the addendum to the tenancy agreement that requires the Tenant to pay a fee of \$25.00 whenever she is late paying rent. On the basis of the undisputed evidence, I find that the Tenant did not pay her rent on time in July of 2019 and that she must, therefore, pay a late fee of \$25.00.

On the basis of the undisputed evidence, I find that the Tenant was required to pay for hydro used during the tenancy and that she has not paid a hydro charge of \$23.16. I therefore find that she is obligated to pay \$23.16 to the Landlord.

On the basis of the undisputed evidence, I find that the Tenant failed to comply with section 37(2) of the *Act* when the Tenant failed to return all keys and access fobs to the unit. I therefore find that she must pay the Landlord \$100.00 for replacing the access fob to the parking gate and \$91.35 for re-keying the lock.

On the basis of the undisputed evidence, in particular the photographs submitted in evidence, I find that the Tenant failed to comply with section 37(2) of the *Act* when the Tenant failed to leave the rental unit in reasonably clean condition at the end of the tenancy. I therefore find that the Landlord is entitled to compensation for the six hours she spent cleaning the rental unit. I find that she is entitled to compensation of \$25.00 per hour, which I find to be reasonable for labor of this nature. I therefore find she is entitled to compensation of \$150.00 for cleaning.

I find that the Landlord's Application for Dispute Resolution has merit and that the Landlord is entitled to recover the fee for filing this Application for Dispute Resolution.

Conclusion

The Landlord has established a monetary claim, in the amount of \$3,289.51, which includes \$2,800.00 for lost revenue, a \$25.00 late fee, \$23.16 for hydro costs, \$100.00 for replacing an access fob; \$91.35 for re-keying the lock; \$150.00 for cleaning, and \$100.00 in compensation for the fee paid to file this Application for Dispute Resolution.

Based on these determinations I grant the Landlord a monetary Order for \$3,289.51. In the event the Tenant does not voluntarily 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 *Act*.

Dated: June 22, 2020

Residential Tenancy Branch