



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Complete Residential Property Management Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes **MNRL-S, MNDL-S, FFL**

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- A monetary award for damages and loss pursuant to section 67;
- Authorization to retain the deposits for this tenancy pursuant to section 38; and
- Authorization to recover the filing fee from the tenant pursuant to section 72.

The tenant did not attend this hearing which lasted approximately 15 minutes. The teleconference line remained open for the duration of the hearing and the Notice of Hearing was confirmed to contain the correct hearing information. The corporate landlord was represented by their agent (the "landlord") who was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

The landlord testified that they served the tenant with the notice of application and evidence by registered mail sent on April 1, 2020 to the forwarding address provided by the tenant. The landlord submitted a valid Canada Post tracking number as evidence of service. Based on the evidence I find that the tenant is deemed served with the landlord's materials on April 6, 2020, five days after mailing, in accordance with sections 88, 89 and 90 of the *Act*.

Issue(s) to be Decided

Is the landlord entitled to a monetary award as claimed?

Is the landlord entitled to retain the deposit for this tenancy?

Is the landlord entitled to recover their filing fee from the tenant?

Background and Evidence

The landlord provided undisputed testimony on the following facts. This periodic tenancy began in October, 2018. The landlord holds a security deposit of \$1,547.50. The monthly rent at the end of the tenancy was \$3,175.00 payable on the first of each month. The tenant was also responsible for paying 64% of the utilities for the building pursuant to the written tenancy agreement.

The tenancy ended on March 31, 2020. There was an arrear of unpaid rent and utilities at the end of the tenancy of \$3,914.00. The landlord submitted into documentary evidence copies of the tenant ledger to support the amount of the arrear.

The tenant's representative attended a move-out inspection on March 9, 2020 and provided a forwarding address in writing on that date. The parties did not agree on the landlord's assessment of the condition of the rental suite and the tenant's representative did not sign the move-out inspection report. The landlord submits that the rental suite required some cleaning, garbage disposal and maintenance work and that the total cost of the work performed is \$1,003.25. The landlord submitted into evidence copies of invoices for the work and photographs showing the condition of the suite.

Analysis

Section 67 of the *Act* allows me to issue a monetary award for loss resulting from a party violating the *Act*, regulations or a tenancy agreement. In order to claim for damage or loss under the *Act*, the party claiming the damage or loss bears the burden of proof. The claimant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention on the part of the other party. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage. The claimant also has a duty to take reasonable steps to mitigate their loss.

The landlord provided undisputed evidence at this hearing as the tenant did not attend despite being served in accordance with the *Act*. I find that the tenant was obligated to pay rent in the amount of \$3,175.00 and a portion of the utilities as stated on the tenancy agreement. I accept the landlord's evidence that the tenant failed to provide notice to end the tenancy and vacated the suite sometime in February, 2020.

Section 45(1) of the *Act* provides that a tenant may give notice to end a tenancy effective on a date no earlier than one month after the date the landlord receives the

notice. Accordingly, I find that as the tenant failed to provide proper notice, the tenant was obligated to pay the rent and utilities for March, 2020. I accept the landlord's evidence that the arrear amount for this tenancy is \$3,914.00.

I accept the landlord's undisputed evidence that the rental suite required some cleaning and maintenance work. I find the landlord's evidence by way of the condition inspection report completed in accordance with the Act and regulations to be sufficient evidence of the state of the rental suite. I accept the landlord's evidence by way of their testimony, receipts and invoices that the total cost of the work required to restore the suite to its pre-tenancy condition was \$1,003.25.

Based on the foregoing, I issue a monetary award in the landlord's favour in the amount of \$4,917.25 pursuant to section 67 of the Act.

As the landlord's application was successful, the landlord is entitled to recover the \$100.00 filing fee for the cost of this application.

In accordance with sections 38 and the offsetting provisions of 72 of the *Act*, I allow the landlord to retain the tenant's \$1,547.50 security deposit in partial satisfaction of the monetary award issued in the landlord's favour.

Conclusion

I issue a monetary order in the landlord's favour in the amount of \$3,469.75. The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial 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 *Residential Tenancy Act*.

Dated: July 27, 2020

Residential Tenancy Branch