



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDCL-S, MNRL-S, FFL

### Introduction

This hearing was convened by way of conference call concerning an application made by the landlords seeking the following relief:

- A monetary order for unpaid rent or utilities;
- A monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement;
- An order permitting the landlords 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 was represented at the hearing by an agent who gave affirmed testimony and provided evidentiary material in advance of the hearing. The owner of the rental unit also gave affirmed testimony. The landlords' agent was also accompanied by 3 other people, who did not take part in the hearing, but observed only.

However, the line remained open while the telephone system was monitored, and no one joined the call for the tenant. The landlords' agent testified that the tenant was served with the Hearing Package on March 23, 2020 by registered mail, and the Registered Mail Tracking numbers were provided. The mail has not been returned to the landlords.

### Issue(s) to be Decided

- Have the landlords established a monetary claim as against the tenant for unpaid rent?
- Have the landlords established a monetary claim as against the tenant for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, including damage to the rental unit, liquidated damages, late and NSF fees, strata move-out fees and missing items?

- Should the landlords be permitted to keep the security deposit in partial satisfaction of the claim?

### Background and Evidence

**The landlords' agent** testified that this fixed-term tenancy began on November 18, 2019 and was to expire on November 30, 2021, however the tenant vacated the rental unit without notice to the landlord sometime in February 2020.

Rent in the amount of \$3,200.00 per month was payable on the 1<sup>st</sup> day of each month, and at the outset of the tenancy the landlords collected a security deposit from the tenant in the amount of \$1,600.00. No pet damage deposit was collected, and the landlord still holds the security deposit. A copy of the tenancy agreement with an Addendum has been provided as evidence for this hearing.

The landlords have also provided a Monetary Order Worksheet setting out the following claims as against the tenant:

- \$178.40 for lock repair;
- \$503.30 for furnishings from Ikea;
- \$56.00 for a missing modem;
- \$1,000.00 for flooring;
- \$3,200.00 for unpaid rent;
- \$50.00 late fee and N.S.F. fee;
- \$1,600.00 Liquidated Damages; and
- \$100.00 for the strata move-out fee.

The landlords' total claim on the Monetary Order Worksheet is \$6,688.00.

The rental unit had been fully furnished including furniture, bedding, dishes, and décor and the furnishings claimed were to bring the rental unit back to its condition at the commencement of the tenancy. The tenant also took the modem that had been provided by the landlord and damaged the hardwood floor. The landlord has provided a quote for the hardwood repair as well as the cable bill to substantiate the claims. A move-in/out condition inspection report has also been provided for this hearing.

The Addendum to the tenancy agreement contains a clause with respect to liquidated damages, not as a penalty if the tenant ends the tenancy earlier than the date specified in the Tenancy Agreement.

The Addendum also contains a clause respecting N.S.F. fees and late payment of rent fees of \$25.00 each, both of which the landlords claim as against the tenant.

The \$100.00 move-in and move-out fee are required by the Strata and are also contained in the Tenancy Agreement.

The rental unit was re-rented effective March 1, 2020.

**The owner** of the rental unit testified that he observed deep gouges in the hardwood floor in the living room that were not present at the beginning of the tenancy.

The cable bill provided as evidence shows the modem replacement fee of \$56.00 and the cable company has labeled it an upgrade, however there was no upgrade and that is the amount for replacing the modem.

With respect to the lock repair claim, a neighbour told the owner that the tenant had rented the unit on Air BNB. Upon hearing that, the owner found his unit advertised on a short-term rental site. The landlords feared that the tenant had duplicated keys and changed the locks.

### Analysis

I have reviewed all of the evidence provided by the landlords including the Tenancy Agreement and Addendum, and I accept that the landlords have established that the tenant vacated the rental unit during the month of February, 2020 without notice to the landlords, and that the rent payment for that month was returned by the tenant's financial institution for insufficient funds. Therefore, I am satisfied that the landlords have established a monetary claim of \$3,200.00 for February's rent. The Tenancy Agreement also includes a liquidated damages clause, a late fee and an N.S.F. fee, and I find that the landlords have established claims of \$1,600.00 and \$25.00 and \$25.00 respectively. I am also satisfied that a move-out fee is a requirement contained in the Addendum to the Tenancy Agreement. I accept the undisputed testimony of the owner that the amount was \$100.00.

I also accept the undisputed testimony of the owner of the rental unit that he located an advertisement for the rental unit on a short-term basis, and that it was necessary to have the locks changed, and I grant the \$178.40 claim for lock repair. I also accept his testimony with respect to the cost of the missing modem and that the bill from the cable company provided for this hearing labels the replacement as an upgrade. Therefore, I find that the landlords have established the \$56.00 claim.

I have also reviewed the move-in/out condition inspection reports which specify damages to the hardwood flooring and missing furnishings, and I accept the landlords' claims of \$1,000.00 and \$503.30, respectively.

The landlords' total claim is \$6,687.70.

Since the landlords have been successful with the application, the landlords are also entitled to recovery of the \$100.00 filing fee.

I order the landlords to keep the \$1,600.00 security deposit in partial satisfaction of the claim and I grant a monetary order in favor of the landlords for the difference in the amount of \$5,187.70.

### Conclusion

I hereby order the landlords to keep the \$1,600.00 security deposit and I grant a monetary order in favor of the landlords as against the tenant pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$5,187.70.

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: July 24, 2020

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Residential Tenancy Branch