



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

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

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for unpaid rent - Section 67;
2. A Monetary Order for damage to the unit - Section 67;
3. A Monetary Order for compensation - Section 67;
4. An Order to retain the security deposit - Section 38; and
5. An Order to recover the filing fee for this application - Section 72.

The Tenant did not attend the hearing. I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution and notice of hearing (the “Materials”) by email on May 22, 2020, and additional evidence by email on June 1, 2020 and by registered mail to the Tenant’s forwarding address on September 9, 2020. The Landlord provided evidence of routine correspondence on tenancy matters with the Tenant to its email address in accordance with the Director’s Order made March 30, 2020. The Landlords were given full opportunity to be heard, to present evidence and to make submissions. The Landlord notes that in error it set out the dispute address on its application as the Tenant’s address.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Is the Landlord entitled to retain the security deposit?

Is the Landlord entitled to recovery of the filing fee?

Background and Evidence

The tenancy under written agreement started on August 15, 2016. Rent of \$546.00 was payable on the first day of each month. At the outset of the tenancy the Landlord collected \$501.50 as a security deposit. The Parties mutually conducted a move-in inspection with a completed report copied to the Tenant. The Tenant gave notice to end the tenancy for March 30, 2020 and provided its forwarding address on March 16, 2020. The Tenant asked for more time to move out of the unit and was ultimately given to May 7, 2020. The Landlord does not know when the Tenant ceased to reside at the unit and on May 7, 2020 the Tenant was gone however the unit was left with many belongings. The Landlord took possession of the unit and removed the Tenant's belongings that were left. The Landlord made two offers for a move-out inspection plus a written offer posted on the door. The Tenant did not attend any of the inspections. The Landlord completed the inspection and the report.

The Tenant failed to pay rent from December 2019 to April 2020 inclusive and the Landlord claims unpaid rent of \$2,730.00.

The Tenant failed to leave the unit clean and failed to remove belongings. The Landlord claims \$650.00 for the removal and provides an invoice for this cost.

The Tenant left two doors damaged. The Landlord claims \$50.00 however the Landlord did not assume these costs as the repairs was made by employees. The Landlord provided no invoice for this cost.

The Tenant failed to leave the unit clean. The Landlord claims \$140.00 and provides an invoice for this cost.

The Tenant failed to return keys and fob at the end of the tenancy. The Landlord claims \$105.00 and does not provide an invoice for this cost.

Analysis

Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. Section 26 of the Act provides that a tenant must pay the rent when and as provided under the tenancy agreement. Based on the undisputed evidence of the rental payment terms under the tenancy agreement and the undisputed evidence of unpaid rent I find that the Landlord has substantiated an entitlement to **\$2,730.00** in unpaid rent.

Section 37 of the Act provides that when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear, and give the landlord all the keys or other means of access that are in the possession or control of the tenant and that allow access to and within the residential property. In a claim for damage or loss under the Act, regulation or tenancy agreement, the party claiming costs for the damage or loss must prove, inter alia, that costs for the damage or loss have been incurred or established. Based on the Landlord's undisputed evidence of the belongings left behind and the invoice to support the costs claimed I find that the Landlord has substantiated an entitlement to **\$650.00**. Based on the Landlord's undisputed evidence of the Tenant's failure to leave the unit clean and the invoice to support the costs claimed I find that the Landlord has substantiated an entitlement to **\$140.00**. As the Landlord did not provide an invoice or evidence of incurring costs for the door repairs, I dismiss this claim.

Section 7(1)(a) of the Regulations provides that a landlord may charge the direct cost of replacing keys or other access devices. As the Landlord provided no evidence of the direct costs of the key and fob replacements, I dismiss this claim.

As the Landlord's application has met with substantial success, I find that the Landlord is entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$3,620.00**.

Deducting the security deposit plus zero interest of **\$501.50** leaves **\$3,118.50** owed to the Landlord by the Tenant.

Conclusion

I Order the Landlord to retain the security deposit plus interest of \$501.50 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the remaining **\$3,118.50**. If necessary, this order may be filed in the 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: September 24, 2020

Residential Tenancy Branch