



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCL-S, MNRL

Introduction

This hearing was scheduled to convene at 1:30 p.m. this date 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 money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement; and for an order permitting the landlord to keep all or part of the pet damage deposit or security deposit.

The landlord attended the hearing, gave affirmed testimony, and provided evidence 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 testified that the application and notice of this hearing, along with all evidentiary material (the Hearing Package) was served on the tenant on May 4, 2020 by email. The landlord also testified that the parties had used email to communicate prior to and during the tenancy but the tenant has not responded to the landlord's application and notice of hearing documents. The landlord was permitted to provide evidence of communication from the tenant by email after the hearing had concluded. I now have 4 emails that obviously came from the tenant's email address, and I am satisfied that the tenant has been served in accordance with the Ministerial Order of the director, Residential Tenancy Branch dated March 30, 2020.

Issues 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 money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and more specifically for move-in/out fees for the Strata, and a Strata fine?

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

Background and Evidence

The landlord testified that this fixed-term tenancy began on January 6, 2020 and was to expire on December 31, 2020, however the landlord learned from a source on July 1, 2020 by text message that the rental unit had been abandoned. The landlord is not certain when the tenant vacated. Rent in the amount of \$2,000.00 was payable on the 1st day of each month. At the outset of the tenancy the landlord collected a security deposit from the tenant in the amount of \$1,000.00 which is still held in trust by the landlord, and no pet damage deposit was collected. The rental unit is a condominium style apartment with a Strata Corporation. A copy of the tenancy agreement has been provided as evidence for this hearing, as well as an Addendum and Strata Form K.

The landlord further testified that the tenant did not pay any rent for May or June, 2020, and the landlord claims 2 month's rent totalling \$4,000.00. Copies of the May, 2020 cheque with a Stop Payment note has been provided, and an N.S.F. cheque for June's rent has also been provided for this hearing.

The tenant was advertising the rental unit as an Air BNB unit, which is contrary to the tenancy agreement, and the landlord was left with a \$1,000.00 fine from the Strata, which the landlord claims as against the tenant. A copy of the Air BNB advertisement has been provided for this hearing, as well as a letter from the Strata imposing the fine.

The Strata also charges a move-in and move-out fee of \$200.00 which the tenant agreed to pay at the beginning of the tenancy and the landlord claims that amount from the tenant. A copy of the receipt issued by the strata has been provided.

The landlord's total claim is \$5,200.00.

Analysis

Where a tenant abandons a rental unit, the tenant is required to pay compensation for damage or loss that occurs during the tenancy and after such abandonment. In this case, I have reviewed the evidentiary material and it is clear that the tenant operated an Air BNB business contrary to the tenancy agreement, and the landlord has established the \$1,000.00 fine. The landlord has also incurred a cost for the unpaid move-in/out fee, which I find is a result of the tenant's failure to comply with the tenancy agreement.

I also accept the undisputed testimony of the landlord that the tenant failed to pay any rent for May or for June, 2020, and I find that the landlord has established the claim of \$4,000.00.

I order the landlord to keep the \$1,000.00 security deposit and I grant a monetary order in favour of the landlord for the difference, totalling \$4,200.00.

Conclusion

For the reasons set out above, I hereby order the landlord to keep the \$1,000.00 security deposit in partial satisfaction of the claim, 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 \$4,200.00.

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: September 01, 2020

Residential Tenancy Branch