



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Atira Property Management Inc.  
and [tenant name suppressed to protect privacy]

## **DECISION**

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

### Introduction

The landlord filed an Application for Dispute Resolution (the “Application”) on June 8, 2020 seeking an order to recover monetary loss for unpaid rent, damages, and compensation for other money owed by the tenant. Additionally, they applied for the cost of the hearing filing fee.

The matter proceeded by way of a hearing on October 1, 2020 pursuant to section 74(2) of the *Residential Tenancy Act* (the “Act”). In the conference call hearing I explained the process and provided the attending party the opportunity to ask questions.

The landlord attended the hearing; the tenant did not attend. The tenant did not submit or serve documents as evidence for this hearing.

In the hearing, the landlord confirmed they delivered notice of this hearing to the tenant. The option at the time of their Application was to service this information via email. They verified the tenant’s email address was one that they had used for communication previously with the tenant. They also tried calling the tenant to no avail. They then delivered a package of the hearing information and prepared evidence to the tenant’s then-current address the following day.

In consideration of the evidence presented by the landlord, and with consideration to section 89 of the *Act*, I find the tenant was sufficiently served with notice of this hearing, as well as the landlord’s prepared evidence.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent, damages, or other money owed, pursuant to section 67 of the *Act*?

Is the landlord entitled to apply the security deposit against any amounts owing, pursuant to section 72 of the *Act*?

Is the landlord entitled to recover the filing fee for this Application pursuant to section 72 of the *Act*?

Background and Evidence

The landlord submitted a copy of the tenancy agreement for this hearing and spoke to its terms. Both the landlord and tenant signed this agreement on December 27, 2018. The tenancy started on January 1, 2019 for a fixed term ending on December 31, 2019. The monthly rent was \$2,450.00. The tenant paid a security deposit of \$1,245.00.

The tenant gave their notice to end the tenancy on April 9, 2020 when discussing overdue rent with the landlord. At that time the landlord negotiated with the tenant to have a “overholding visitor” in the unit also vacate. The “Tenant asked the Landlord to change the lock in order to force the visitor to move out.” In the following week, the tenant refused an offer to mutually end the tenancy and refused to act on the “overholding visitor” by stating “they were no longer responsible.” This dialogue is provided by the landlord in the form of an email dated April 16, 2019.

Meanwhile, the landlord was attempting to communicate with the overholding visitor. Ultimately, the visitor agreed to move out by the end of April, and the landlord took possession on April 30 and changed the lock. The relation of the tenant attended in early May and paid for the lock replacement cost, and they did clean the unit as well. There was “not much cleaning.”

The landlord’s claim is as follows:

ITEM	\$ AMOUNT	DETAILS
1	2,450.00	April rent
2	2,450.00	May rent
3	230.04	hydro bills April/May
<b>TOTAL</b>	<b>\$5,130.04</b>	

In the hearing, the landlord provided that they mis-calculated one hydro bill that shows a paid balance. This makes the total of the landlord's claim \$5,019.31.

The landlord claims April as an unpaid amount because the "rent bounced". The ledger provided by the landlord shows the transaction failed. This was the start of discussions on April 9 to end the tenancy.

For the amount of May rent, the landlord provided that they could not rent the unit for that month, due to the overholding visitor. The visitor did not leave the unit until April 30. In May the landlord started advertising and a new tenant moved in for June 1, 2019. The provided copies of online ads posted April 30 and May 22 showing the unit's basic information and availability.

The tenant did not attend the hearing and did not provide documentary evidence prior to the hearing date.

### Analysis

From the testimony of the landlord I am satisfied that a tenancy agreement was in place. The landlord provided the specific term of the rental amount. The tenant did not attend the hearing; therefore, there is no evidence before me to show otherwise.

I accept the evidence before me that the tenant left the unit without paying the April rent amount. Additionally, the ads show the unit was not rented for the month of May – this was due to the overstaying visitor. I so award compensation for the two-month rent amount of \$4,900.00.

I accept the landlord's evidence that hydro utility amounts were left owing. Electricity is not included in the rent amount in the tenancy agreement. The copies of bills are sufficient evidence to show these outstanding amounts. I so award this compensation amount of \$119.31.

I find the landlord's itemized list of costs accurate and verified by the evidence they provided. The costs incurred by the landlord are established in the evidence they present. I give substantial weight to their testimony in the hearing and evidence in the form of receipts. I find the landlord turning their mind to an imminent re-rental of the unit shows important steps taken to minimize their loss.

The *Act* section 72(2) gives an arbitrator the authority to make a deduction from the security deposit held by the landlord. The landlord has established a claim of \$5,019.31. After setting

off the \$1,245.00 security deposit, there is a balance of \$3,774.31. I am authorizing the landlord to keep the security deposit amount and award the balance of \$3,774.31 as compensation to them.

Because they are successful in their application, I grant the \$100.00 cost of the filing fee to the landlord.

### Conclusion

Pursuant to sections 67 and 72 of the *Act*, I grant the landlord a Monetary Order in the amount of \$3,874.31. The landlord is provided with this Order in the above terms and 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 *Act*.

Dated: October 5, 2020

---

Residential Tenancy Branch