



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

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

### Introduction

This hearing was convened 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 damage to the rental unit or property; a monetary order for money owed or compensation for damage or loss under the *Residential Tenancy Act*, regulation or tenancy agreement; an order permitting the landlord 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 attended the hearing, gave affirmed testimony and provided evidentiary material 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 had applied for an order allowing the landlord to serve the tenant by email, and a copy of the resulting Decision has been uploaded to the file, which grants the application and specifies that the landlord may serve the tenant with the Application for Dispute Resolution, notice of this hearing, evidence and a copy of the substitutional service Decision by email, and the landlord must provide proof of such service, which may include a print-out of the sent item, confirmation of delivery or other documentation to confirm service in accordance with the order. It also states that if possible, the landlord should provide a read receipt confirming the email was opened and viewed by the tenant. The landlord has provided copies of emails sent to the tenant with the attachments, and I am satisfied that the tenant has been served in accordance with the substitutional order and the *Residential Tenancy Act*.

### 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 damage to the rental unit or property?

- Has the landlord established a monetary claim as against the tenant for money owed or compensation for damage or loss under the *Residential Tenancy Act*, regulation or tenancy agreement, and specifically for loss of rental revenue?
- Should the landlord be permitted to keep all or part of 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 15, 2019 and expired on December 31, 2019 thereafter reverting to a month-to-month tenancy, which ultimately ended on September 24, 2020. Rent in the amount of \$1,350.00 was payable on the 1<sup>st</sup> day of each month. At the outset of the tenancy the landlord collected a security deposit from the tenant in the amount of \$675.00 as well as a pet damage deposit in the amount of \$250.00. The landlord still holds the \$675.00 security deposit in trust, but returned the \$250.00 pet damage deposit when the tenant's cat was removed during the tenancy. The rental unit is an apartment in a complex containing 4 stories, and a copy of the tenancy agreement has been provided as evidence for this hearing.

The tenant fell into arrears of rent in July, 2020 and did not pay rent for July, August or September, 2020. The landlord issued a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, and a copy has been provided for this hearing. It is dated September 1, 2020 and contains an effective date of vacancy of September 10, 2020 for unpaid rent in the amount of \$1,350.00 that was due on September 1, 2020. The landlord testified that a rental subsidy of \$300.00 was received for each of the months of July and August, 2020, during the COVID-19 period, but none for September, 2020. No other rent has been paid for those months and the tenant is currently in arrears the sum of \$3,450.00.

A move-in condition inspection report was completed by the parties at the beginning of the tenancy, however when the landlord attempted to schedule a move-out condition inspection, the tenant replied, "I'm already gone." Copies of the text messages have been provided for this hearing. The landlord completed the move-out condition inspection report in the absence of the tenant. The landlord tried to convince the tenant to stay and meet with the landlord, but the tenant refused, left keys on the counter and the door unlocked.

The landlord further testified that the tenant left damages in the rental unit and photographs have been provided for this hearing, which the landlord testified were taken on September 24 and 26, 2020. The landlord has also provided a Monetary Order Worksheet setting out the following claims, totaling \$1,397.28:

- \$25.10 for a dump fee;

- \$32.67 for light bulbs;
- \$22.88 for rollers/filter;
- \$50.00 for blind repairs;
- \$912.00 for carpet replacement;
- \$104.29 for new blinds;
- \$43.09 for a new doorknob;
- \$207.25 for a new door.

The landlord also claims \$3,450.00 for unpaid rent and loss of rental revenue of \$700.00. The landlord testified that the rental unit was re-rented for October 15, 2020 for \$1,400.00, but due to the condition of the rental unit left by the tenant, it could not be re-rented earlier.

The tenant has not provided the landlord with a forwarding address and has not served the landlord with an Application for Dispute Resolution claiming the security deposit.

### Analysis

Firstly, I have reviewed the strings of text messages exchanged between the parties, and I accept the undisputed testimony of the landlord that the tenant did not pay rent for the months of July, August or September, 2020 and the landlord received \$600.00 as a subsidy from the government, leaving the amount of **\$3,450.00** outstanding.

The landlord claims an additional \$700.00 for loss of rental revenue, testifying that the rental unit could not be re-rented for October 1, 2020 due to the condition of the rental unit. Any award would be half of what the tenant's agreement stated, not half of what the landlord was able to re-rent for. The tenant vacated the rental unit on September 24, 2020. The landlord gave the tenant notice to end the tenancy on September 1, effective on September 10, 2020. Any notice that the tenant may have given would not have taken effect until the end of October, 2020. I find that the landlord is entitled to half a month of rent, or **\$675.00** for loss of rental revenue.

With respect to the landlord's claim for damages, I have reviewed all of the evidentiary material including strings of text messages, the move-in condition inspection report, photographs and receipts. I note that the receipt for the door in the amount of \$207.25 also includes turf builder, a chisel set, and 2 other items that have not been explained. The cost of the door is not visible, and I am not satisfied that the entire receipt refers to damages caused by a tenant. In all other respects, considering the evidentiary material and testimony of the landlord, I accept the remainder of the damage claim, for a total of **\$1,190.03**.

Since the landlord has been successful with the application, the landlord is also entitled to recovery of the **\$100.00** filing fee.

I hereby order the landlord to keep the \$675.00 security deposit in partial satisfaction of the claim and I grant a monetary order in favour of the landlord as against the tenant for the difference in the amount of **\$4,740.03** ( $\$3,450.00 + \$675.00 + \$1,190.03 + \$100.00 = \$5,415.03 - \$675.00 \text{ security deposit} = \$4,740.03$ ).

### Conclusion

For the reasons set out above, I hereby order the landlord to keep the \$675.00 security deposit 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 \$4,740.03.

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: January 19, 2021

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Residential Tenancy Branch