



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding PROMPTON REAL ESTATE SERVICES  
INC. and [tenant name suppressed to protect privacy]

## **DECISION**

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

### Introduction

This hearing was scheduled to convene at 1:30 p.m. this date concerning an application made by the landlord seeking the following relief:

- 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 was represented at the hearing by an agent who gave affirmed testimony, and was accompanied by a supervisor, who did not testify or take part in 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's agent testified that the tenant was served with the Notice of Dispute Resolution Hearing, all required documents (the Hearing Package) including all of the landlord's evidence by email on August 19, 2021. The landlord had previously applied for an order permitting the documents to be served by email, and a substitutional service order was made on August 4, 2021. The order specifies that the landlord may serve the tenant the Notice of Dispute Resolution Proceeding, with supporting documents and written evidence, along with a copy of the substituted service decision to the tenant's email address, as provided, and that documents served in that manner are sufficiently served 3 days after the date the email is sent by the landlord to the tenant. It also orders the landlord to provide proof of such service, which may include a

print-out, a confirmation of delivery receipt, or other documentation to confirm that the landlord has complied.

The landlord has provided a copy of an email addressed to the tenant at 2 email addresses containing attachments. A delivery receipt from Microsoft Outlook has also been provided for 1 of the email addresses. I am satisfied that the tenant has been served in accordance with the *Residential Tenancy Act* and the order of the director.

All evidence provided has been reviewed and is considered in this Decision.

#### Issue(s) to be Decided

- Has the landlord established a monetary claim as against the tenant for unpaid rent or unpaid utilities?
- 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 more specifically for key and fob replacement, late payment of rent fees and N.S.F. fees?

#### Background and Evidence

The landlord's agent (hereafter referred to as the landlord) testified that this month-to-month tenancy began on April 1, 2020. Rent in the amount of \$2,550.00 was payable on the first day of each month. At the outset of the tenancy the landlord collected a security deposit from the tenant in the amount of \$1,275.00 which is still held in trust by the landlord, and no pet damage deposit was collected. The rental unit is an apartment in a large apartment complex, and a copy of the tenancy agreement has been provided as evidence for this hearing.

The landlord further testified that the tenant had advised the landlord in an email on April 21, 2021 that the tenant had vacated the rental unit in February. A copy of the email has been provided for this hearing. A copy of a tenant ledger has also been provided, and the landlord testified that the tenant has not paid any rent from January to April, 2021, leaving \$10,200.00 outstanding. The ledger also shows late and N.S.F. charges in the amount of \$65.00 for several rent payments, and the tenancy agreement provides for late fees of \$25.00 for the late payment of rent. The landlord's financial institution charges a fee of \$40.00.

Move-in and move-out condition inspection reports were completed at the beginning and end of the tenancy, however since the tenant abandoned the rental unit, the move-out portion was completed in the absence of the tenant. A copy has been provided for this hearing, as well as photographs which were taken on April 21, 2021.

The landlord has also provided a Monetary Order Worksheet setting out the following claims totaling \$14,409.79:

- \$231.00 for a move-out clean;
- \$48.04 for a BC Hydro bill;
- \$183.75 for keys not returned;
- \$94.50 for junk removal for items left in the unit;
- \$577.50 for repair to a damaged murphy bed;
- \$200.00 for FOB replacement, not returned by the tenant; and
- \$13,075.09 for unpaid rent.

A copy of the hydro bill, as well as invoices for cleaning, keys and fobs, junk removal, and repair to the murphy bed have been provided for this hearing. The tenant had received 2 unit keys, 2 mailbox keys and 2 security fobs, none of which were returned by the tenant.

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

The rental unit was re-rented for June 1, 2021.

### Analysis

Firstly, I have read the tenant's email dated April 21, 2021 which appears to be in response to the landlord's request for payment of rent. Since the tenant's email indicates that the tenant had vacated in February, and I accept the undisputed testimony of the landlord's agent that no prior notice was given, I find that the tenant is considered to have abandoned the rental unit.

I have reviewed all of the evidentiary material of the landlord, and I accept the undisputed testimony of the landlord's agent that the tenant has not paid any rent for the months of January through April, 2021 and did not notify the landlord that the tenant had vacated in February, 2021. I find that the landlord has established a monetary claim as against the tenant for unpaid rent in the amount of \$10,200.00.

I also accept that the tenant is responsible for the hydro bill in the amount of \$48.04.

With respect to the fees contained in the tenant ledger, a landlord may charge a non-refundable fee of up to \$25.00 for late payment of rent if that term is contained in the tenancy agreement, and in this case it is. The tenant was late with rent in December, 2020, January, 2021, February, 2021, March, 2021 and April, 2021, which is 5 occasions, and the tenant paid the \$65.00 charge for December, 2020. I find that the landlord has established a claim of \$100.00 for late payment of rent fees.

With respect to the N.S.F. fees, the landlord may make that additional claim, but must provide evidence of the cost charged to the landlord by the landlord's financial institution. The landlord has not done so in this case, and I dismiss the portion of the claim that deals with \$40.00 N.S.F. fees.

I also accept the undisputed testimony of the landlord's agent that keys and fobs were not returned, and I have reviewed all of the invoices and photographs provided for this hearing. All invoices are dated within the months of April and May, 2021, after the date that the tenant notified the landlord that the tenant had vacated. The rental unit re-rented for June 1, 2021. Considering the photographs showing multiple items left in the fridge, a broken murphy bed and other issues, I accept the testimony of the landlord that the tenant did not leave the rental unit reasonably clean and undamaged at the end of the tenancy.

In summary, I find that the landlord has established a monetary claim as against the tenant for unpaid rent in the amount of \$10,200.00, late rent fees of \$100.00, \$48.04 for the hydro bill, \$231.00 for cleaning, \$183.75 for re-keying, \$94.50 for junk removal, \$577.50 for repair to the murphy bed, \$200.00 for FOB replacement; for a total of \$11,634.79.

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

I order the landlord to keep the \$1,275.00 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 \$10,459.79.

### Conclusion

For the reasons set out above, I hereby order the landlord to keep the \$1,275.00 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 \$10,459.79.

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: November 25, 2021

---

Residential Tenancy Branch