



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Skyline Living  
and [tenant name suppressed to protect privacy]

## **DECISION**

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

### **Introduction**

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("the *Act*") for:

- and a monetary order for unpaid rent, and compensation for monetary loss or money owed under the *Act*, regulation or tenancy agreement pursuant to section 67; and
- authorization to recover the filing fee for this application, pursuant to section 72

The tenant did not attend this hearing, although I left the teleconference hearing connection open until 1:40 p.m. in order to enable the tenant to call into this teleconference hearing scheduled for 1:30 pm. The landlord's agent, SD ("landlord"), attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. During the hearing, I also confirmed from the online teleconference system that the landlord's agent and I were the only ones who had called into this teleconference.

The landlord testified that the tenant was served with the landlord's application for dispute resolution hearing package ('Application') and evidence on package on September 22, 2021 by way of registered mail. The landlord provided the tracking information in their evidentiary materials. In accordance with sections 88 and 89 of the *Act*, I find that the tenant deemed served with the landlord's application and evidence on September 27, 2020, 5 days after mailing. The tenant did not submit any written evidence for this hearing.

### **Issue(s) to be Decided**

Is the landlord entitled to monetary compensation for money owed or losses?

Is the landlord entitled to recover the filing fee for this application from the tenant?

### **Background and Evidence**

While I have turned my mind to all the documentary evidence properly before me and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of this application and my findings around it are set out below.

This fixed-term tenancy began on March 1, 2021, and was to end on February 28, 2022. Monthly rent was set at \$1,555.00, payable on the first of the month. The landlord had collected a security deposit in the amount of \$777.50, which the landlord still holds.

The landlord testified that the tenant gave notice on August 3, 2021 that they would be moving out on August 31, 2021. The tenants vacated the rental unit on August 9, 2021 without paying any rent for the month of August 2021. The landlord is seeking a monetary order for the unpaid rent, as well as reimbursement of the other losses associated with this tenancy as set out in the table below:

<b>Item</b>	<b>Amount</b>
Unpaid August rent	\$1,555.00
June 2021 NSF Fee	22.00
July 2021 NSF Fee	24.00
August 2021 NSF Fee	25.00
Refrigerator Repair and Parts	675.79
Carpet Cleaning	180.00
Window Screen repair	40.00
Trim Repair	40.00
Deck Surface Repair	80.00
Cleaning/disposal	400.00
Filing Fee	100.00
<b>Total Monetary Order Requested</b>	<b>\$3,141.79</b>

The landlord is seeking a monetary order for NSF fees, as well as monetary orders related to the tenant's failure to leave the home in reasonably clean and undamaged condition. The landlord submitted invoices, a ledger, as well as photos and the condition inspection reports in support of their claims.

### **Analysis**

Section 45(2) deals with a Tenant's notice in the case of a fixed term tenancy:

**45** (2) A tenant may end a fixed term tenancy by giving the landlord notice to end the tenancy effective on a date that

(a) is not earlier than one month after the date the landlord receives the notice,

(b) is not earlier than the date specified in the tenancy agreement as the end of the tenancy, and

(c) is the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement.

Section 26 of the Act, in part, states as follows:

#### **Rules about payment and non-payment of rent**

**26** (1) A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

I find that the tenant did not end the tenancy in a manner that complies with the *Act*, as stated above. Furthermore, I find that the tenant moved out on August 9, 2021 without paying any rent for August 2021. I, therefore, allow the landlord's monetary claim for August 2021 rent in the amount of \$1,555.00.

I find that the landlord provided sufficient evidence to support that the tenant failed to pay the outstanding NSF charges. Accordingly, I allow this portion of the landlord's monetary claim.

Section 37(2)(a) of the *Act* stipulates 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. I find that the landlord provided sufficient evidence to show that the tenant did not take reasonable care and attention when vacating the home. I find that the landlord provided detailed evidence to support the losses claimed, including a copy of the move-in and move-out inspection reports as well as invoices and photos for the losses claimed. Accordingly, I find the landlord is entitled to compensation for these damages and losses.

The landlord continues to hold the tenants' security deposit of \$777.50. In accordance with the offsetting provisions of section 72 of the *Act*, I order the landlord to retain the tenant's security deposit in partial satisfaction of the monetary claim.

As the landlord was successful in their application, I am allowing the landlord to recover the filing fee from the tenant.

### **Conclusion**

I issue a Monetary Order in the amount of \$2,364.29 in the landlord's favour under the following terms which allows a monetary award for money owed, as well as the losses associated with the tenant's failure to comply with the *Act*.

<b>Item</b>	<b>Amount</b>
Unpaid August rent	\$1,555.00
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Carpet Cleaning	180.00
Window Screen repair	40.00
Trim Repair	40.00
Deck Surface Repair	80.00
Cleaning/disposal	400.00
Filing Fee	100.00
Less Security Deposit Held	-777.50
<b>Total Monetary Order</b>	<b>\$2,364.29</b>

The landlord is provided with this Order in the above terms and the tenants must be served with a copy of this Order as soon as possible. Should the tenants 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 *Residential Tenancy Act*.

Dated: April 26, 2022