



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CAMARGUE PROPERTIES INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

MNDL-S, MNRL-S, MNDCL-S

Introduction

The Landlord filed an application for dispute resolution (the “Application”) on October 17, 2021 seeking compensation for rent amounts owing, monetary loss/other money owed, and damages to the rental unit.

In the hearing the Landlord stated they served the notice of this hearing and their evidence to the Tenant in person, at the Tenant’s place of work. This was on May 26, 2022. The Tenant acknowledged this service and confirmed they did not prepare evidence of their own for this hearing.

The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the “Act”) on June 10, 2022. Both parties attended the conference call hearing. I explained the process and offered both parties the opportunity to ask questions. Both parties had the opportunity to present oral testimony and present evidence during the hearing.

Preliminary Matter

The rental unit in question was occupied by two co-TTs, BT and YK. BT is the named Respondent in this hearing as per the Landlord’s Application. The Landlord was not able to serve notice of this hearing to the Tenant YK who moved out from the rental unit approximately 3 weeks prior to the Respondent Tenant BT. The Landlord raised the issue that they had no contact information for the Tenant YK, and that person had blocked the Landlord’s communication.

The co-Tenants are jointly and severally liable for meeting the terms of a tenancy agreement; however, any compensation to the Landlord resulting from this hearing is an issue for the named Respondent here to resolve separately with the co-Tenant YK.

Issue to be Decided

Is the Landlord entitled to a monetary order for unpaid rent, for damages to the rental unit, and/or other money owed, pursuant to s. 67 of the *Act*?

Background and Evidence

The Landlord provided a copy of the tenancy agreement that they signed with the Tenant on September 14, 2020. The tenancy began on October 1, 2020 for the fixed term to end on September 30, 2021. The rent amount was \$1,680.00 payable on the first of each month. There was a security deposit of \$840 paid for this tenancy.

The Landlord provided that Tenant moved out from the rental unit with no notice. This was approximately one month prior to the end of the fixed-term set out in the tenancy agreement. On their Application, the Landlord provided the final end-of-tenancy date as September 30, 2021, and in the hearing the Tenant stated their recollection that this was the night they left from the rental unit.

The Landlord provided a ledger in their evidence showing the Tenant did not pay the final month rent for September 2021. They claim this full amount of \$1,680 in their Application. In the hearing, the Tenant BT acknowledged they did not pay this amount for September. The Landlord added \$40 to the basic rent amount as per the tenancy agreement, for the banking NSF fee. This NSF fee is in particular noted in the tenancy agreement at section 49.

In the hearing the Tenant provided that they were trying their best with things in the circumstances; however, the co-Tenant YK left them on their own in these circumstances. The Tenant acknowledged the need to pay that final month of rent and conceded on this part of the Landlord's Application.

The Landlord initially claimed for \$880 of cleaning in the rental unit, \$200 for removal of furniture and other possessions, \$150 for carpet cleaning, and \$215 for a missing door key, fob entrance key and mailbox key. The Landlord provided pictures showing

damaged areas in the rental unit, or specific areas needing cleaning. They submitted the Tenant left the rental unit in an abandoned state, and there was no opportunity to jointly inspect the unit and arrange for any deduction from the security deposit.

In the hearing, the Landlord revised their claimed amount, listing the items only for which they provided receipts in the evidence. These are the amounts for recycling (\$49.77), carpet cleaning (\$150). Additionally, they claimed for cleaning in the rental unit, at \$220. The Landlord submitted they were being more than generous in settling this matter with the Tenant at the end of the tenancy.

The Landlord also submitted for the compensation of a door lock replacement, at \$192.93. They included a specific image of the damage to this piece. The Tenant responded to say that at one point during the tenancy the handle snapped right off in their hand. The Tenant submitted they let the Landlord know about this when it occurred, and they felt this should specifically be put on them as a recoverable expense.

Aside from the expense of the door handle, the Tenant stated they agreed with all of these costs as presented by the Landlord.

Analysis

I accept the Landlord's submission that they had an agreement with the Tenant for a fixed-term tenancy agreement to end on September 30, 2021. The Tenant here left without notice within that month and did not pay the final month of rent. I award the full rent amount -- \$1,680 -- to the Landlord, who agreed to drop the \$40 NSF fee in the hearing from their revised claim amount.

Further, I grant the Landlord full compensation the amounts claimed. They have provided sufficient evidence to show that the state of the rental unit required clean up and some repair. The Tenant acknowledged the same in the hearing. This is the full amount, as claimed, for \$612.70. Though the Tenant raised the point they brought the matter of the door handle to the Landlord's attention in the past, they have no proof of that in the form of written communication, or recollection of a telephone call. That was a matter to work out at the time of the incident.

As claimed, the Landlord's claim in its entirety is \$2,292.70, so awarded in full.

The *Act* s. 72(2) gives an arbitrator the authority to make a deduction from the security deposit held by a landlord. The Landlord here has established a claim of \$2,292.70. After setting off the security deposit amount of \$840, this leaves a balance remaining of \$1,452.70. I am authorizing the Landlord to keep the security deposit amount as compensation and award the balance with a Monetary Order.

Conclusion

Pursuant to s. 67 of the *Act*, I grant the Landlord a Monetary Order in the amount of \$1,452.70.

The Landlord is provided with this Order in the above terms, and they must serve it to the Tenant as soon as possible. Should the Tenant fail to comply with this Order, the Landlord may file this Order in the Small Claims Division of the Provincial Court where it will be 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 s. 9.1(1) of the *Act*.

Dated: June 15, 2022

Residential Tenancy Branch