



# Dispute Resolution Services

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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      MNDL-S, MNDCL-S, MNRL-S, FFL

### Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for unpaid rent - Section 67;
2. A Monetary Order for damages to the unit - Section 67;
3. A Monetary Order for compensation - Section 67;
4. An Order to retain the security deposit - Section 38; and
5. An Order to recover the filing fee for this application - Section 72.

The Tenant did not attend the hearing. I accept the Landlord's evidence that the Tenant was served with the application for dispute resolution, notice of hearing and evidence (the “Hearing Package”) by email on December 3, 2021 in accordance with a subservice decision dated November 26, 2021. The Landlord was given full opportunity under oath to be heard, to present evidence and to make submissions. The Landlord confirms that no hearing device is being used for the hearing.

### Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy under written agreement started March 1, 2021 on a fixed term to end February 28, 2022. The tenancy agreement includes a form k and a copy of the Strata Rules. Rent of \$3,000.00 was payable on the first day of each month. At the outset of the tenancy the Landlord collected \$1,500.00 as a security deposit. At the outset of the tenancy the Parties mutually conducted a move-in inspection with a completed inspection report copied to the Tenant.

On August 18, 2021 the Tenant informed the Landlord that they had left the unit, was out of the country and was not returning. The Tenant had left the keys to the unit with a 3<sup>rd</sup> party who remained in the unit and wanted to take over the lease. The 3<sup>rd</sup> party then contracted covid and had to quarantine in the unit. The Landlord did not want to enter into a tenancy with the 3<sup>rd</sup> party who then returned the keys on September 13, 2021. No move-out inspection was offered. A move-out report was completed however no room details were completed and only a few details of damages were noted. The Tenant did not provide a forwarding address. No rent was paid for August or September 2021.

The Tenant left junk at the unit and the Landlord claims \$476.25 as the costs for the junk removal. The junk is noted on the move-out and the Landlord provides the invoice.

The Tenant left the unit without any cleaning and the Landlord claims the cleaning costs of \$252.00. The Landlord provides the invoice.

The Landlord withdraws the claims for wall painting, replacement of a toilet seat and the replacement of a light fixture.

The Tenant failed to return a fob and the Landlord claims the cost of \$100.00 as charged by the Strata.

The Tenant is required to pay for the hydro costs and failed to pay the hydro costs for the period June 1 to July 29, 2021. The Landlord claims those costs of \$191.09 and provides the hydro bill.

The Tenant failed to pay rent for August 2021 and the Landlord claims \$3,000.00.

The Landlord states that given the required repairs at the end of the tenancy, as a 3<sup>rd</sup> party was in the unit in September 2021 and as the Landlord did not obtain the keys to the unit until September 13, 2021 the Landlord was unable to rent the unit for September 2021. The Landlord advertised the unit on September 13, 2021. The Landlord claims lost rental income of \$3,000.00 for September 2021.

### Analysis

Section 37 of the Act provides 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, and give the landlord all the keys or other means of access that are in the possession or control of the tenant and that allow access to and within the residential property. Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. Based on the undisputed evidence of damage left in the unit and the provision of invoices to support the costs claimed I find that the Landlord has substantiated the costs for the cleaning and junk removal in the amounts of **\$467.25** and **\$252.00**. Given the undisputed evidence of hydro costs and the provision of the invoice I find that the Landlord has substantiated the costs claimed of **\$191.09**. Given the undisputed evidence that the tenancy agreement included the Strata Rules, that the Tenant was provided with a copy of the Strata Rules with the tenancy agreement, that the Tenant failed to return a fob and a visitor pass and given the evidence of the direct costs from the Strata for the replacement of these items I find that the Landlord has substantiated its claim to **\$100.00** and **\$100.00**.

Given the Landlord's undisputed evidence of the tenancy being a fixed term, that the Tenant did not provide written notice to end the tenancy in accordance with the fixed term, and that no rents were paid for August or September 2021 while the 3<sup>rd</sup> party occupied the unit, I find that the Landlord is entitled to the rental amount of **\$6,000.00**.

Although noted on the monetary order worksheet the Landlord presented no evidence or made any submissions in relation to a claim for a bylaw fine of \$100.00. I therefore dismiss this claim.

As the Landlord's claims have met with success, I find that the Landlord is entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$7,210.34**. Deducting the security deposit plus zero interest of **\$1,500.00** leaves **\$5,710.34** owed to the Landlord.

#### Conclusion

**I order** that the Landlord retain the **deposit** and interest of \$1,500.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the balance due of **\$5,710.34**. If necessary, this order may be filed in the Small Claims 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: June 08, 2022

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Residential Tenancy Branch