



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

A matter regarding MAINLINE LIVING PROPERTY MANAGEMENT LTD. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNRL, FFL

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act"), for a monetary order for unpaid rent of \$3,815.00; and to recover their \$100.00 Application filing fee.

The Tenant and an agent for the Landlord, T.B. ("Agent"), appeared at the teleconference hearing and gave affirmed testimony. I explained the hearing process to the Parties and gave them an opportunity to ask questions about it.

During the hearing the Tenant and the Agent were given the opportunity to provide their evidence orally and to respond to the testimony of the other Party. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch ("RTB") Rules of Procedure ("Rules"); however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Neither Party raised any concerns regarding the service of the Application for Dispute Resolution or the documentary evidence. The Tenant said he had received the Application and the documentary evidence from the Landlord and had reviewed it prior to the hearing. The Tenant confirmed that he had not submitted any documentary evidence to the RTB or to the Landlord.

Preliminary and Procedural Matters

The Landlord provided the Parties' email addresses in the Application and they confirmed these in the hearing. They also confirmed their understanding that the Decision would be emailed to both Parties and any Orders sent to the appropriate Party.

At the outset of the hearing, I advised the Parties that pursuant to Rule 7.4, I would only

consider their written or documentary evidence to which they pointed or directed me in the hearing. I also advised them that they are not allowed to record the hearing and that anyone who was recording it was required to stop immediately.

Issue(s) to be Decided

- Is the Landlord entitled to a monetary order, and if so, in what amount?
- Is the Landlord entitled to recovery of the \$100.00 Application filing fee?

Background and Evidence

The Parties agreed that the fixed term tenancy began on February 1, 2022, with a monthly rent of \$1,975.00, plus \$145.00 for two parking spots. They agreed that this rent was due on the first day of each month. The Parties agreed that the Tenant paid the Landlord a security deposit of \$987.50, and no pet damage deposit.

They agreed that the Tenant vacated the rental unit on December 15, 2022, after advising the Landlord via email or text of his plan to vacate the residential property in December 2022. The Tenant said he gave this notice at the end of November or early December. He said he then filled out the proper notice to end tenancy forms when he was asked to do so by the Landlord.

The Tenant confirmed that he had agreed to let the Landlord keep the security deposit, putting it toward unpaid rent. The Landlord had submitted a monetary order worksheet with their claims for our review in the hearing.

	Receipt/Estimate From	For	Amount
1	Landlord	December 2022 rent (and parking)	\$2,120.00
2	Landlord	January 2023 rent (and parking)	\$2,120.00
3	[M.D.] (see invoice)	Cleaning	\$ 562.50
4		Sub-Total	\$4,802.50
5		Less security deposit	(\$987.50)
		Total monetary order claim	\$3,815.00

Unpaid Rent

The Parties agreed that the Tenant failed to pay the Landlord rent for December 2022 and January 2023, and that the Tenancy Agreement was for a fixed term ending on January 31, 2023. The Agent said she was able to find a new tenant for this rental unit starting on February 1, 2023. Accordingly, the Landlord lost rental income for the suite for December 2022 and January 2023, and had limited time to find a new tenant.

Parking

The Tenant agreed that he owes the Landlord unpaid rent for December and January; however, he said the Landlord could have rented his parking spots out easily, as there are not enough for everyone. As such, the Tenant felt he should not have to pay the monthly parking costs. However, the Agent said that they had to retain the parking spots for the next tenant to occupy the rental unit. Further, the Tenant acknowledged that he resided there and used the parking spots until mid-December 2022.

Cleaning

The Tenant's main opposition to the Landlord's claims related to the bill for cleaning. I asked the Agent why this rental unit needed 12½ hours of cleaning, which was set out on the invoice. I told her that it is contrary to the level of cleanliness evidenced in the post-tenancy photographs she submitted. The Agent agreed and suggested that this unit should only have needed four hours of cleaning, at the standard rate of \$35.00 an hour. The Agent said that this was less than the cleaner had charged the Landlord, but she thought it was fairer. The Tenant agreed that four hours at \$35.00 an hour – or \$140.00 - would be much fairer than the starting amount claimed for cleaning of \$562.50.

Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on a balance of probabilities, I find the following.

Unpaid Rent

Section 45 (2) of the Act states that a tenant may end a fixed term 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.

Accordingly, I find that the Tenant was responsible for paying the rent to the end of the tenancy, which was January 31, 2023. The Tenant did not dispute that he owes the Landlord \$1,975.00/month rent for December 2022 and January 2023. I agree, and **award the Landlord** with \$1,975.00 per month for a total of **\$3,950.00** from the Tenant, pursuant to section 67 of the Act.

Parking Fees

The Parties had a fixed term tenancy agreement, which included the Tenant's obligation to pay the Landlord \$145.00 a month for two parking spots.

RTB Policy Guideline #16, states:

The purpose of compensation is to put the person who suffered the damage or loss in the same position as if the damage or loss had not occurred. It is up to the party claiming compensation to provide evidence to establish that compensation is due.

I find in this set of circumstances, that the Tenant breached the Parties' fixed term tenancy agreement and as a result, the Landlord's damages included a loss of \$145.00 in parking fees per month, pursuant to the tenancy agreement. I find that the Landlord was unable to mitigate their losses other than by searching for a new tenant for the unit as soon as possible; however, the Landlord had only from December 15, 2022, to find a new tenant for the rental unit. I find that it would not have been prudent of the Landlord to rent out the parking spots to someone else, as they had to ensure they had spots available for the next tenant.

I find that the Landlord provided sufficient evidence to establish their entitlement to recovery of parking fees for December 2022 and January 2023 from the Tenant. As such, I **award the Landlord \$290.00** from the Tenant pursuant to section 67 of the Act, representing two months' parking for two spots at \$145.00 per month.

Cleaning

The Parties agreed to a cleaning fee of \$140.00 or 4 hours of labour at \$35.00/hour. Accordingly, I **award the Landlord with \$140.00** from the Tenant for cleaning, pursuant

to section 67 of the Act.

Summary and Set Off

Given the Landlord's success in this Application, I also award them recovery of their **\$100.00** Application filing fee, pursuant to section 72 of the Act.

December Rent.....	\$1,975.00
January Rent.....	1,975.00
December Parking.....	145.00
January Parking.....	145.00
Post tenancy Cleaning.....	140.00
Sub-total.....	<u>\$4,380.00</u>
Less security deposit.....	(987.50)
Plus Application filing fee.....	100.00
Monetary Order	<u>\$3,492.50</u>

The Landlord is authorized to retain the Tenant's **\$987.50 security deposit** in partial satisfaction of the monetary awards, pursuant to section 72 of the Act.

The Landlord is granted a **Monetary Order of \$3,492.50** from the Tenant pursuant to section 67 of the Act.

Conclusion

The Landlord is predominantly successful in their Application for compensation from the Tenant. The Landlord provided sufficient evidence to establish an entitlement under the Act to **\$4,380.00**. The Landlord is also awarded recovery of their **\$100.00** Application filing fee from the Tenant. The Landlord is authorized to retain the Tenant's **\$987.50** security deposit in partial satisfaction of their monetary awards.

I grant the Landlord a **Monetary Order of \$3,492.50** from the Tenant. This Order must be served on the Tenant by the Landlord and may be filed in the Provincial Court (Small Claims) and enforced as an Order of that Court.

This Decision is final and binding on the Parties, unless otherwise provided under the Act, and 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: March 14, 2023

Residential Tenancy Branch