



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNSD, FF

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 compensation for loss – Section 67;
3. An Order to retain the security deposit - Section 38; and
4. An Order to recover the filing fee for this application - Section 72.

Preliminary Matter

The Landlord states that the Tenants provided a forwarding address by text to the Landlord a few months after moving out of the unit. The Landlord states that this address was provided as the Tenants asked the Landlord to send them mail that they were expecting at the dispute address. The Landlord states that the application for dispute resolution and hearing letter was sent to this address. Based on the undisputed evidence of the Landlord I find that the Tenant was served with the application for dispute resolution and notice of hearing by registered mail to their forwarding address in accordance with Section 89 of the Act. The Tenants did not attend the Hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Is the Landlord entitled to recovery of the filing fee?

Background and Evidence

The tenancy started on July 1, 2009 and ended on February 14, 2013. Rent of 1,100.00 was payable monthly on the first day of each month. At the outset of the tenancy the Landlord collected \$525.00 as a security deposit. No notice was given to the Landlord of the end of the tenancy until February 14, 2013 when the Tenants contacted the Landlord to state that they moved out of the unit. The Landlord met the Tenants the next day to pick up the keys. No move in or move out inspections were conducted.

The Tenants failed to pay rent for January and February 2013. The Landlord claims \$2,200.00. The Landlord states that the cheque copies provided as evidence were not negotiated at the bank as the Tenants informed the Landlord that their account was closed.

The Landlord attended the unit on February 17, 2013 and discovered that three doors in the unit were damaged and upon contact the Tenants confirmed that they damaged the doors. The Landlord states that one door had holes in it and another door had been replaced by the Tenants without the Landlord's consent and that the placement was not done properly causing the door to not close completely. The Landlord claims \$600.00 to paint the doors.

The Landlord states that the Tenants lost a fob and that the Landlord paid for its replacement. The Landlord provided a print out from the Strata showing the report by the Tenants of the lost fob. The Landlord claims \$75.00.

The Landlord states that the strata fined the Landlord for two violations of the strata bylaws by the Tenants and claims \$100.00.

The Landlord withdraws its claim for "loss of money caused by unexpected vacancy of the unit."

Analysis

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. In a claim for damage or loss under the Act, regulation or tenancy agreement, the party claiming costs for the damage or loss must prove, inter alia, that the damage or loss claimed was caused by the actions or neglect of the responding party, that reasonable steps were taken by the claiming party to minimize or mitigate the costs claimed, and that costs for the damage or loss have been incurred or established.

Based on the Landlord's evidence, I find that the Landlord has substantiated an entitlement to **\$2,200.00** for unpaid rent. As the Landlord provided no supporting evidence of the extent or type of damage to the door, in the form of a move-in and move-out condition report or by photos, I find the amount claimed for painting the doors to be excessive given the limited evidence of damage provided orally. Further, as the Landlord provided no evidence of reasonable efforts to mitigate the costs for painting the doors, I dismiss the claim. Given the evidence from the Strata, I find that the Landlord has substantiated that the Tenants lost the fob and that the Landlord replaced the fob and is therefore entitled to **\$75.00**. As the tenancy agreement does not include any reference to strata bylaws and responsibility for the payment of strata fines by the Tenant, I find that the Landlord has failed to substantiate that the Tenants were required to pay any strata fines under the tenancy agreement and I dismiss the Landlord's claim in relation to the fines.

As the Landlord's application has met with substantial success, I find that the Landlord is entitled to recovery of the **\$50.00** filing fee for a total entitlement of **\$2,325.00**. Deducting the **\$525.00** security deposit plus zero interest from this amount leaves **\$1,800.00** owed by the Tenants to the Landlord.

Conclusion

I Order the Landlord to retain the security deposit plus interest of \$525.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act

for the remaining amount of **\$1,800.00**. 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 *Residential Tenancy Act*.

Dated: September 27, 2013

Residential Tenancy Branch

