



Dispute Resolution Services

Residential Tenancy Branch
Ministry of Housing and Social Development

Decision

Dispute Codes:

MND, MNR, MNSD, FF

Introduction

This hearing was scheduled in response to the Landlord's Application for Dispute Resolution, in which the Landlord has made application for a monetary Order for damage to the rental unit, a monetary Order for unpaid rent, to retain all or part of the security deposit, and to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

The Agent for the Landlord stated that she personally served the Tenant with copies of the Application for Dispute Resolution and Notice of Hearing on March 3, 2009. These documents are deemed to have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*, however the Tenant did not appear at the hearing.

Issue(s) to be Decided

The issues to be decided are whether the Landlord is entitled to a monetary order for damage to the rental unit; for a monetary order for unpaid rent; to retain all or part of the security deposit; and to recover the filing fee for the cost of this Application for Dispute Resolution.

Background and Evidence

The Landlord stated that this tenancy began on July 01, 2005; that the Tenant was served with a 10 Day Notice to End Tenancy for Unpaid Rent on December 04, 2008; that the Tenant vacated the rental unit on December 31, 2008; that the Tenant was required to pay monthly rent of \$480.16 on the first day of the month; and that the Tenant paid a security deposit of \$225.00 on June 20, 2005.

The Landlord submitted a copy of the tenancy agreement, which shows that the Tenant agreed to pay \$25.00 when she is late paying her rent. The Landlord stated that the Tenant did not pay her rent on time in November of 2009, and she is seeking compensation for the late payment, in the amount of \$25.00. The Landlord stated that

the Tenant did not pay any rent for December of 2008, and she is seeking \$480.16 in unpaid rent and \$25.00 in compensation for not paying rent when it was due on December 01, 2008.

The Landlord is seeking compensation for loss of revenue from the month of January of 2009. The Landlord stated that she was unable to find a new tenant for the rental unit because the Tenant did not provide her with a full month's notice of her intent to vacate the rental unit. She stated that she placed an advertisement in a Vernon newspaper on December 20, 2008 but she was unable to find a new tenant for January 01, 2009. She stated that she also placed an advertisement on an internet site, although she was unable to state when she placed the advertisement or the name of the site.

The Landlord is seeking compensation, in the amount of \$40.00, for cleaning the carpet. The Agent for the Landlord stated that the carpet was very dirty and stained at the end of the tenancy. The Landlord did not submit a copy of the receipt for the carpet cleaning, which she contends cost more than the \$40.00 she is claiming.

The Landlord is seeking compensation for a bedroom door that was damaged during the tenancy. The Landlord did not specify the amount of her claim for the damaged door in her Application for Dispute Resolution nor did she submit any receipts that establish the cost of replacing the damaged door, although at the hearing she estimates the door cost \$90.00 to replace.

Analysis

In the absence of evidence to the contrary, I find that the Tenant was required to pay monthly rent of \$480.16 and that she failed to pay the rent that was due for December of 2008. I therefore find that the Tenant owes the landlord \$480.16 for rent for December.

The evidence shows that the Tenant agreed to pay a late payment fee of \$25.00 in the tenancy agreement, as is required by section 7 of the Residential Tenancy Regulation. In the absence of evidence to the contrary, I find that the Tenant did not pay her rent on time in November of 2008 and December of 2008. I therefore find that the Landlord is entitled to a late fee of \$25.00 for the month of November and a late fee of \$25.00 for the month of December.

I find that the Landlord is not entitled to compensation for loss of revenue for the month of January. In reaching this conclusion, I was strongly influenced by the fact that the Landlord initiated the end of the tenancy by serving the Tenant with a Notice to End Tenancy; that the Landlord knew that the tenancy was ending; and that the Landlord did not make any efforts to find a new tenant until December 20, 2009, which significantly limited her ability to find a new tenant for January 01, 2009. In reaching this conclusion, I was guided by section 7(2) of the *Act*, which requires the person claiming damage or

loss to do whatever is reasonable to minimize the damage or loss. In the circumstances before me, I find that the Landlord did not make reasonable efforts to find a new tenant for January 01, 2009, and I therefore dismiss her application for compensation for loss of revenue.

In the absence of evidence to the contrary, I find that the Tenant did not properly clean the carpet at the end of the tenancy. As the Tenant failed to comply with section 37(2) of the *Act* when she failed to leave the rental unit reasonably clean at the end of the tenancy, I find that the Landlord is entitled to compensation for any damages that flow from the Tenant's failure to comply with the *Act*. Although the Landlord did not submit a receipt for the carpet cleaning, I find \$40.00 to be reasonable compensation for cleaning a carpet, and I award the Landlord that amount.

I dismiss the Landlord's application for compensation for the broken bedroom door, with leave to reapply on this specific issue. I dismiss this portion of the Landlord's application because she provided insufficient particulars about the damage to the door, specifically the amount of compensation that she is claiming, in her Application for Dispute Resolution, as is required by section 59(2)(b) of the *Act*.

Conclusion

I find that the Landlord has established a monetary claim, in the amount of \$620.16, which is comprised on \$480.16 in unpaid rent, \$50.00 in late fees, \$40.00 for cleaning the carpet, and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution. I hereby authorize the Landlord to retain the security deposit plus interest, in the amount of \$232.97, in partial satisfaction of the monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the amount \$387.19. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

Date of Decision: March 3, 2009
