

DECISION

Dispute Codes MNR, MNSD, MNDC

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the landlord only. The tenant did not attend the hearing.

The landlord provided testimony that she served the tenant with notice of this hearing personally at his place of work on May 26, 2010 at 2:00 p.m. and that this service was witnessed by a third party.

I accept that the tenant has been served in accordance with Section 89 the *Residential Tenancy Act (Act)*.

Issues(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent; for lost income; for costs associated with advertising and cleaning; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 38, 67, and 72 of the *Act*.

Background and Evidence

The landlord submitted into evidence the following documents:

- A copy of a tenancy agreement signed by the parties on December 5, 2009 for a 7 month fixed term tenancy that began on December 1, 2009 for a monthly rent of \$895.00 due on the 1st of the month, a security deposit of \$450.00 was paid on December 1, 2009;
- Notes summarizing the issues and 5 photographs of the condition of the rental unit;
- A copy of the tenant's Application for Rental Accommodation, showing the landlord work location;
- A copy of a Condition Inspection Report completed on December 12, 2009 for the move in inspection but not completed for move out inspection;

- A copy of a handwritten note dated March 4, 2010 from the tenant apologizing for not paying rent;
- A copy of a handwritten notice from the landlord to the tenant advising that the landlord will complete an inspection on March 17, 2010;
- A copy of a 10 Day Notice to End Tenancy issued on March 15, 2010 with an effective vacancy date of March 25, 2010 for unpaid rent in the amount of \$895.00 due on March 1, 2010;
- A copy of a proof of service confirming the 10 Day Notice was served on the tenant on March 15, 2010 at 6:45 p.m. by posting it on the rental unit door and that this service was witnessed by a third party;
- A copy of a handwritten transcript of message left by the tenant on the landlord's answering machine on March 22, 2010;
- A copy of a handwritten note from the landlord to the tenant dated March 23, 2010 stating that if she doesn't hear from the tenant within the next 5 days she will consider the rental unit abandoned;
- A copy of a letter from the landlord's legal counsel to the tenant dated April 8, 2010 offering a settlement agreement; and
- Copies of receipts from two local newspapers showing the rental unit being advertised during the month of April 2010.

The landlord confirmed in testimony that she was able to rent the unit effective May 1, 2010 based on the advertising in the local papers. The landlord is claiming rent for March 2010 and April 2010 in the amount of \$1,790.00, the cost of advertising of \$54.78, and the cost of general and carpet cleaning in the amount of \$155.00.

Analysis

To be successful in a claim for loss or damages by one party to a tenancy the party making the claim must provide sufficient evidence to establish that:

1. A loss or damage exists;
2. The loss or damage results from a violation of the *Act*, regulation or tenancy agreement;
3. The value of the loss is as claimed;
4. The party took all reasonable steps to mitigate the loss or damage.

I find, in this case, the landlord has established that she suffered a loss of rent and income, as well as a loss for the costs of advertising and cleaning. I also find that she has established that these losses resulted from violations of Section 26 (payment of rent); Section 37 (leaving the rental unit at the end of a tenancy); and the tenancy agreement, relating to the fixed term of the tenancy.

I accept the landlord's testimony as to the value of the loss and that she took all reasonable steps to mitigate any loss.

Conclusion

I find that the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$2049.78** comprised of \$1790.00 rent owed; \$54.78 advertising; \$155.00 cleaning and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$450.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$1,599.78**. This order must be served on the tenant and may be filed in the Provincial Court (Small Claims) 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: October 08, 2010.

Dispute Resolution Officer