



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF

Introduction

This hearing was convened by way of conference call to deal with the landlord's application for a monetary order for damage to the unit, site or property; for a monetary order for unpaid rent or utilities; for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement; for an order permitting the landlord to retain the security deposit in partial satisfaction of the claim; and to recover the filing fee from the tenants for the cost of this application.

An agent for the landlord company attended the conference call hearing, and called a witness, who both provided affirmed testimony. Despite being served with the Landlord's Application for Dispute Resolution and notice of hearing documents personally on August 24, 2010, the tenants did not attend.

All testimony and evidence provided has been reviewed and is considered in this Decision.

Issues(s) to be Decided

Is the landlord entitled to a monetary order for damage to the unit, site or property?

Is the landlord entitled to a monetary order for unpaid rent or utilities?

Is the landlord entitled to a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement?

Is the landlord entitled to an order permitting the landlord to retain the security deposit in partial satisfaction of the claim?

Background and Evidence

The landlord's agent testified that this fixed-term tenancy began on September 1, 2009 and was to expire on August 31, 2010. The landlord had secured a guarantor for the tenant, who was the tenant's mother, and is the second named tenant in this dispute. The first named tenant abandoned the rental unit early in December, 2009.

Rent in the amount of \$780.00 per month was payable in advance on the 1st day of each month. On August 24, 2010 the landlord collected a security deposit from the tenant in the amount of \$390.00.

The landlord's agent testified that the resident manager gave a 24 hour notice to enter the rental unit, and when he entered on December 11, 2009 the suite had been abandoned. The tenant had not paid rent for the month of December, 2009, and the landlord is claiming rent for the month of December, 2009 as well as loss of revenue for the month of January, 2010. The landlord is also claiming liquidated damages in the amount of \$400.00 as agreed to by the parties in the tenancy agreement, a copy of which was provided in advance of the hearing.

A copy of the move-in/move-out condition inspection report was also provided in advance of the hearing. The landlord's agent testified that the tenant did not clean the unit prior to vacating, and the landlord is claiming \$116.00 for that service, being \$12.00 per hour. Each room is itemized on the report showing the landlord's labor charges for required cleaning that was beyond normal wear and tear.

The witness for the landlord testified that the unit was advertised in the local newspaper from December 15, 2009 to January 18, 2010, as well as on Craigslist and on the company's website. Although neither the landlord nor the witness could provide evidence on how much the unit was advertised for, the witness testified that the unit was re-rented for \$770.00 per month commencing February 1, 2010, and the new tenant's application was taken on January 18, 2010.

Analysis

Based on the landlord's evidence, I find that the tenant abandoned the unit on or before December 11, 2009. I am also satisfied that the tenant did not clean the unit prior to vacating, and I accept the landlord's claim for \$116.00 for cleaning, \$400.00 for liquidated damages and rent for the months of December, 2009 and January, 2010 in the amount of \$1,560.00.

I also find that the landlord mitigated a loss by advertising the unit for rent within days of discovering that the tenant had abandoned the rental unit. The landlord is also entitled to recovery of the \$50.00 filing fee for the cost of this application.

Conclusion

For the reasons set out above, I order that the landlord retain the security deposit and interest of \$390.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1,736.00. This order may be filed in the Provincial Court of British Columbia, Small Claims division 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: December 16, 2010.

Dispute Resolution Officer