Dispute Resolution Services

Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

Decision

Dispute Codes: MNR, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for a monetary order for loss of rent, cleaning costs, as well as an order to retain the security deposit in partial satisfaction of the claim.

The landlord testified that the tenant was served by registered mail to an address which had been obtained during a telephone call with the tenant after he had vacated. The landlord provided the Canada Post tracking number as verification. Although served with the Application for Dispute Resolution and Notice of Hearing by registered mail sent on February 15, 2011, the tenant did not appear.

Issue(s) to be Decided

The issues to be determined based on the testimony and the evidence is whether or not the landlord is entitled to monetary compensation for loss of rent.

Background and Evidence

The landlord submitted into evidence a copy of the tenancy agreement showing that the fixed-term tenancy began on June 1, 2010. The tenancy ended in January 2011 when the tenant suddenly vacated without notice. The agreement showed that rent for the unit was $850.00 and rent for the furniture was $300.00 and a security deposit was paid in the amount of $575.00.

The landlord submitted a copy of the tenant's ledger indicating that rent for the unit and for the furnishings was not paid for the month of February 2011 and that the landlord also incurred a cost of $90.00 for the final cleaning. A copy of the move-in inspection report signed by both the landlord and a co-tenant of the respondent was submitted. Also in evidence was a copy of the move out condition inspection report signed only by the landlord . The landlord testified that the tenant should be held responsible to pay for the loss of rent for February 2011 for vacating in violation of the agreement.

The landlord testified that the rental unit was immediately marketed to find a replacement tenant and was re-rented on February 11, 2011. The landlord is therefore claiming $410.71 in compensation for the loss of rent.

Analysis

Section 7 of the Act states that if a landlord or tenant does not comply with the Act, the regulations or the tenancy agreement, the non-complying landlord or tenant must compensate the other for damage or loss that results. Section 67 of the Act grants a dispute Resolution Officer the authority to determine the amount and to order payment under these circumstances.

Based on the testimony of the landlord, I find that the tenant did not pay $850.00 rent for February 1, 2010 and because the unit was vacant for a portion of February, the landlord incurred a loss.

In regard to the $300.00 claimed rent for furnishings, I find that compensation for this claim is not warranted being that the tenant had moved out of the unit and was therefore no longer using, nor in possession of, the furnishings in question.

I find that the tenant violated the agreement by moving out of the unit prematurely without notice and the landlord lost 11 days rent for this unit as a result. With the rental rate of $850.00 pro-rated at $27.95 per day, the loss would total $307.39. I find that the landlord is entitled to this amount and the $90.00 cost of cleaning the unit, plus the $50.00 cost of filing the application.

Based on the above facts I find that the landlord has established a total monetary claim of $447.39. I order that the landlord retain this amount from the $575.00 security deposit, leaving a balance still owed to the tenant of $127.61.

Conclusion

I hereby grant a monetary order in favour of the tenant for $127.61. This order must be served on the landlord 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: February 2011.

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Residential Tenancy Branch