



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes: MND, MNR, MNDC, MNSD, FF

Introduction

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

Although served with the Application for Dispute Resolution and Notice of Hearing by registered mail sent on November 18, 2010, the tenant did not appear.

Issue(s) to be Decided

The issue 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 tenancy began on August 15, 2010 for a fixed term ending on August 31, 2011. The rent was \$745.00 and a deposit of \$372.50 was paid. The landlord submitted into evidence a copy of the tenancy agreement, copies of the move-in and move-out condition inspection reports, copies of invoices and a copy of a letter from the tenant acknowledging the short notice and termination of the tenancy.

The landlord testified that the tenant suddenly vacated by showing up at the landlord's door with the keys near the end of October 2010. The landlord stated that, at that time the tenant was advised that the tenant was required to participate in a move-out inspection. However the tenant was not available and the inspection was conducted without the tenant. According to the landlord, a loss of \$745.00 for rent for the month of November 2010 was incurred but the unit was re-rented on December 1, 2010. The landlord is claiming the loss of rent.

The landlord testified that the rental unit was left in an unclean state and the carpet had to be shampooed. The landlord submitted invoices for these expenditures and was seeking compensation of \$90.00 for cleaning, \$84.00 for carpet cleaning and liquidated damages under the fixed term tenancy agreement in the amount of \$200.00. The total claim is \$1,119.00.

Analysis

Based on the testimony of the landlord, I find that the tenant ended the fixed term early and failed to pay \$745.00 rent due on November 1, 2010. Section 26 of the Act states that rent must be paid in full on the day it is due. I find that in this instance the notice given by the tenant did not comply with the agreement and that the landlord suffered a loss of \$745.00 rent for November, 2010 as a result.

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 above facts I find that the landlord has established a total monetary claim of \$1,169.00 comprised of \$745.00 loss of rent, \$174.00 cleaning and carpet cleaning costs, \$200.00 liquidated damages and the \$50.00 fee paid by the landlord for this application. I order that the landlord retain the security deposit of \$372.50 in partial satisfaction of the claim leaving a balance due of \$796.50.

Conclusion

I hereby grant the Landlord an order under section 67 for \$796.50. This order must be served on the Respondent 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: March 2011.

Residential Tenancy Branch