



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

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 compensation for damage to the rental unit, unpaid rent, to retain all or part of the security deposit and to recover the filing fee from the tenants for the cost of this Application for Dispute Resolution.

The landlord provided affirmed testimony that on February 11, 2011, copies of the Application for Dispute Resolution and Notice of Hearing were sent to each tenant by registered mail. A Canada Post tracking number and receipt was provided as evidence of service to each tenant. The landlord submitted copies of the Canada Post web site tracking information which showed that each tenant had signed accepting the registered mail.

These documents are deemed to have been served in accordance with section 89 of the Act; however the tenants did not appear at the hearing.

Preliminary Matters

The application was amended to include the claim for February rent, as damage or loss under the Act.

Issue(s) to be Decided

Is the landlord entitled to compensation in the sum of \$60.00 for damage to the rental unit?

Is the landlord entitled to compensation for loss of one half of February rent in the sum of \$400.00?

May the landlord retain the deposit in satisfaction of the claim?

Is the landlord entitled to filing fee costs?

Background and Evidence

The landlord submitted a copy of the tenancy agreement which indicated that the tenancy commenced March 15, 2010; rent was \$800.00 per month due on the first day of each month. Deposits totalling \$550.00 were paid.

The landlord supplied a copy of a January 3, 2011, email from the tenants giving notice ending their tenancy effective January 31, 2011. The landlord responded telling the tenants that the notice was effective for the end of February; however the tenants vacated the unit during January.

The landlord began seeking new occupants and was able to rent the unit effective February 15, 2011. The landlord is seeking compensation for loss of revenue for one half of February.

The move-out condition inspection report signed by the tenants acknowledged that the report accurately reflected the presence of 2 broken tiles on the stair case. The tenants did not sign, allowing a deduction of \$60.00 from their deposit, as indicated on the report as the possible cost for repair.

The landlord made the repair to the tiles and is claiming \$60.00 for the cost of tile and time to complete the repairs.

Analysis

In the absence of evidence to the contrary, I find that the tenancy ended on January 31, 2011.

I find that the landlord is entitled to compensation for the loss of one half of February rent revenue; \$400.00. The landlord attempted to locate new occupants, despite the tenant's failure to give Notice ending the tenancy, as provided by section 45 of the Act. Notice given in writing on January 3, 2011, was effective February 28, 2011.

The landlord mitigated the potential loss by finding a tenant for mid-February, 2011.

In the absence of the tenants at this hearing and, based upon the condition inspection report and testimony of the landlord, I find the landlord is entitled to compensation for damage in the sum of \$60.00.

I find that the landlord's application has merit, and I find that the landlord is entitled to recover the filing fee from the tenants for the cost of this Application for Dispute Resolution.

I find that the landlord is entitled to retain the tenant's security deposit in the amount of \$510.00 in satisfaction of the monetary claim. The landlord will, forthwith, return the balance of the deposit in the sum of \$40.00 to the tenants.

Conclusion

I find that the landlord has established a monetary claim, in the amount of \$510.00, which is comprised of \$400.00 loss of rent revenue; \$60.00 in damage to the rental unit and \$50.00 in compensation for the filing fee paid by the landlord for this Application for Dispute Resolution.

The landlord will be retaining the tenant's security deposit in the amount of \$510.00, in satisfaction of the monetary claim. The landlord is Ordered to return forthwith, the balance of the deposit to the tenants, in the sum of \$40.00

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: April 08, 2011.

Residential Tenancy Branch