

## **DECISION**

### Dispute Codes:

MNDC, FF

### Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for money owed or compensation for damage or loss and to recover the fee for filing this Application for Dispute Resolution.

The Landlord stated that copies of the original Application for Dispute Resolution, the Notice of Hearing, and documentary evidence were sent to the Tenant, via registered mail at the address noted on the Application, on February 09, 2011. The Landlord submitted Canada Post Documentation that corroborates this statement. The Landlord stated that the service address was provided to him as a forwarding address by the Tenant.

The Landlord stated that copies of the amended Application for Dispute Resolution and additional documentary evidence were sent to the Tenant, via registered mail at the address noted on the Application, on April 07, 2011. The Landlord submitted Canada Post Documentation that corroborates this statement.

In the absence of evidence to the contrary, I find that the Tenant was provided with notice of this hearing in accordance with section 89 of the *Act*, however the Tenant did not appear at the hearing. The hearing proceeded in the absence of the Tenant.

### Issue(s) to be Decided

The issues to be decided are whether the Landlord is entitled to compensation for loss of revenue; compensation for costs of re-renting the rental unit; compensation for damages; and to recover the filing fee for the cost of this Application for Dispute Resolution.

### Background and Evidence

At the outset of the hearing it was determined that the Landlord submitted documentary evidence to the Residential Tenancy Branch on February 09, 2011, which was not before me at the time of the hearing. As the Tenant believes this evidence is highly relevant to this matter, the Tenant was granted an adjournment to provide him with the opportunity to re-submit the documents to the Residential Tenancy Branch.

The Tenant re-submitted the missing documents to the Residential Tenancy Branch, the hearing was reconvened on XXXXXX, and the hearing was concluded on that date.

The Landlord submitted a written tenancy agreement that shows the Landlord and the Tenant entered into a fixed term tenancy agreement that was to begin on May 01, 2010 and end on April 30, 2012, for which the Tenant agreed to pay monthly rent of \$2,700.00 on the first day of each month.

The Landlord stated that the Tenant vacated the rental unit on January 31, 2011. NOTICE???????

The Landlord stated that he advertised the rental unit on a popular website **shortly after receiving notice that the Tenant intended to vacate the rental unit. He stated that he was unable to find a new tenant for the rental unit until April 01, 2011. He is seeking compensation for loss of revenue for February and March of 2011.**

The Landlord stated that he was able to re-rent the rental unit for April 01, 2011, for a reduced rate of \$2,600.00 per month. He is seeking compensation for loss of revenue for the remaining thirteen months of the fixed term of the tenancy, at a rate of \$100.00 per month.

The Landlord is seeking compensation, in the amount of \$72.51, for the cost of conducting a credit check on the new tenants. **He contends that he would not have incurred this cost if the tenancy had continued until the end of the fixed term of the tenancy. The Landlord submitted a receipt that corroborates his testimony that he incurred this expense.**

The Landlord is seeking compensation, in the amount of \$13.29, for the cost of creating signs for advertising the rental unit. **He contends that he would not have incurred this cost if the tenancy had continued until the end of the fixed term of the tenancy. The Landlord submitted a receipt that corroborates his testimony that he incurred this expense.**

The Landlord is seeking compensation, in the amount of \$200.00 for cleaning the rental unit and disposing of a mattress that was not removed at the end of the tenancy. The Landlord submitted **receipts** that corroborate his testimony that he incurred this expense. The Landlord stated that the Tenant did not clean thoroughly and that she left a mattress behind, which is corroborated by **Photos/insp report**

The Landlord is seeking compensation, in the amount of \$35.00 to replace several light bulbs in the rental unit. **The Landlord stated that the Tenant did not replace several bulbs that had burned out during the tenancy, which is corroborated by Photos/insp report.** The Landlord submitted **receipts** that corroborate his testimony that he incurred this expense.

**119.90/350.00 key fobs**

**140 additional claims**

**500.00 no show**

The Landlord has claimed compensation for mailing costs associated to preparing for this dispute resolution proceeding.

### Analysis

On the basis of the evidence presented by the Landlord and in the absence of evidence to the contrary, I find that the Tenant entered into a tenancy agreement with the Landlord that required the Tenant to pay monthly rent of \$2,700.00 on the first day of each month; that this was fixed term tenancy that began on May 01, 2010 and was to continue until April 30, 2012; and that the Tenant vacated the rental **unit on XXXXXXXX**.

I find that the Tenant did not comply with section 45(2) of the *Act* **when she ended (assume tenant ended?)** this fixed term tenancy on a date that was earlier than the end date specified in the tenancy agreement. I therefore find that the Tenant must compensate the Landlord for any losses the Landlord experienced as a result of the Tenant's non-compliance with the *Act*, pursuant to section 67 of the *Act*.

On the basis of the evidence presented by the Landlord and in the absence of evidence to the contrary, I find that the Landlord made reasonable efforts to find new tenants but that he was unable to re-rent the rental unit until April 01, 2010, at which time he rented it for the reduced rate of \$2,600.00.

I find that the Landlord is entitled to compensation for revenue he lost as a result of this fixed term tenancy ending prematurely. I find that the Tenant must pay \$2,700.00 to the Landlord for the loss of revenue that the Landlord experienced in February of 2010 ; \$2,700.00 for the loss of revenue that the Landlord experienced in March of 2010; and \$100.00 per month for the remaining 13 months of the fixed term of the tenancy, which represents the difference between the amount the Landlord would have received in rent if the tenancy had continued until the end of the fixed term and the amount the Landlord can expect to receive from the current tenants during this period.

I find that the Landlord is also entitled to costs associated to re-renting the rental unit, which include \$72.51 for completing a credit check on the new tenant and \$13.29 for signage related to advertising the unit.

On the basis of the evidence presented by the Landlord and in the absence of evidence to the contrary, **I find that the Tenant failed to comply with section 37(2) of the Act when she failed to leave the rental unit in reasonably clean condition. I therefore**

**find that the Landlord is entitled to compensation for any damages that flow from the Tenant's failure to comply with the Act, which in these circumstances is \$200.00 for cleaning.**

On the basis of the evidence presented by the Landlord and in the absence of evidence to the contrary, **I find that the Tenant failed to comply with section 37(2) of the Act when she failed to replace light bulbs that had burned out during her tenancy. I therefore find that the Landlord is entitled to compensation for any damages that flow from the Tenant's failure to comply with the Act, which in these circumstances is \$35.00 for replacing a variety of light bulbs.**

**119.90/350.00 key fobs**

**140 additional claims**

**500.00 no show**

I find that the Landlord did not need to incur mailing costs to participate in this proceedings, as there are other methods of serving documents to a respondent. I therefore dismiss the Landlord's claim for compensation for mailing costs.

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

### **Conclusion**

**I find that the Landlord has established a monetary claim, in the amount of \$387.00, which is comprised of \$6,700.00 in loss of revenue, \$85.80 for costs associated to finding a new tenant, \$200.00 for cleaning, \$35.00 for light bulbs, and \$100.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution.**

**Based on these determinations I grant the Landlord a monetary Order for the amount \$In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims Court 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: June 01, 2011.

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Residential Tenancy Branch