



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND MNR MNSD MNDC FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Both the landlord and the named respondent, the occupant's mother, participated in the conference call hearing.

In the hearing, the tenant's mother acknowledged that she signed the tenancy agreement and accepted responsibility for any legitimate costs incurred by her son during the tenancy. The respondent's son, the occupant of the rental unit, was not named as a respondent in this matter and did not participate in the hearing.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on August 15, 2010. Rent in the amount of \$1600 was payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$800.

On November 25, 2010, the occupant got beat up in the rental unit. There was extensive damage to the rental unit, including a closet door removed, glass everywhere from a broken glass coffee table, and blood everywhere.

The tenant paid no rent for December 2010, and on December 2, 2010 the landlord served the tenant with a notice to end tenancy for unpaid rent. On December 10, 2010, the landlord and the respondent signed a mutual agreement to end the tenancy on that date. The landlord stated that at first he tried to sell the rental unit, but as that was unsuccessful, he decided to re-rent the unit. The unit was re-rented on February 15, 2011.

The landlord has claimed the following monetary amounts:

- 1) \$1600 for unpaid rent for December 2010
- 2) \$1600 for lost revenue for January 2011
- 3) \$292.85 for unpaid hydro and internet bills
- 4) \$687.68 for apartment restoration
- 5) \$280 for carpet cleaning
- 6) \$75 for a new fob
- 7) \$3000 for the estimated cost to replace the carpets, as the stains could not all be removed

The respondent acknowledged that the landlord was entitled to the costs for utilities, the apartment restoration costs and the replacement fob. The respondent felt that the carpet cleaning costs were a little high, but did not dispute that the cleaning needed to be done. The respondent disputed the landlord's claim for replacing the carpets. She also disputed responsibility for any rent or lost revenue after December 10, 2010, as she signed the agreement to end tenancy with the understanding that she would only be responsible for unpaid rent up to that date.

Analysis

In considering all of the evidence, I find as follows. The landlord is entitled to \$292.85 for utilities, \$687.68 for apartment restoration and \$75 for the replacement fob. I also find that the landlord is entitled to the full costs for the carpet cleaning, as the tenant did not provide evidence to demonstrate that the cleaning could have been done for a lower price. The landlord is not entitled to the costs for replacing the carpet, as that work has not been done, and the landlord has not incurred a loss for that amount.

The tenant did not pay rent for December 2010, and the landlord is entitled to the full amount of rent for December 2010. However, the landlord has a duty to try to mitigate, or reduce, potential lost revenue by attempting to re-rent as quickly as possible, and in this case the landlord instead tried to sell the rental unit. I therefore find that the landlord is not entitled to lost revenue for January 2011.

As the landlord's claim was largely successful, he is also entitled to recovery of the \$50 filing fee for the cost of his application. The landlord is entitled to a total claim of \$2935.53.

Conclusion

I order that the landlord retain the security deposit of \$800 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$2135.53. This order may be filed in the 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 27, 2011.

Residential Tenancy Branch