



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNR; MNDC, MNSD; FF

Introduction

This Hearing was reconvened from May 17, 2011, to hear the Landlords' application for a Monetary Order for unpaid rent, loss of revenue and compensation for damage or loss; to retain the security deposit in partial satisfaction of their monetary award; and to recover the cost of the filing fee from the Tenant.

An Interim Decision was rendered on May 17, 2011, allowing the Landlords to re-serve their evidentiary material upon the Tenant. The Landlords were ordered to serve the Tenant, by registered mail to the address the Tenant gave for service, with a copy of the Reconvened Hearing document and copies of their documentary evidence within 3 days of receipt of the Interim Decision

The parties gave affirmed testimony at the Hearing.

The Landlords testified that the Notice of Reconvened Hearing and evidence was served in accordance with my order, by registered mail sent May 24, 2011. The Landlords provided the tracking number for the documents.

Issues to be Decided

- Is the Landlord entitled to a Monetary Order for unpaid rent for January, 2011, loss of revenue for ½ of February, 2011, administrative costs to re-rent, and cleaning the rental unit at the end of the tenancy?

Background and Evidence

The Landlord gave the following testimony and evidence:

This month-to-month tenancy began on June 15, 2011. A copy of the tenancy agreement was provided in evidence. Monthly rent was \$725.00 per month, due the first day of each month. The Tenant paid a security deposit in the amount of \$362.50 on June 7, 2010.

The Tenant moved out of the rental unit on January 2, 2011, with no notice to the Landlords and without paying rent for the month of January, 2011. The Landlords were able to re-rent the suite for February 15, 2011. The Landlords seek a monetary award for unpaid rent and loss of ½ half a month's rent, in the total amount of \$1,087.50.

The Tenant did not leave the rental unit in a state of reasonable cleanliness and the Landlords seek to recover the cost of general cleaning (6 hours @\$25.00 per hour = \$150.00) and cleaning the carpets (\$65.00). In addition, the Landlords seek to recover the cost of advertising the rental unit (\$198.00) and compensation for the time taken to show the rental unit to prospective tenants (6 ½ hour showings @ \$20.00 per hour = \$60.00).

The Tenant gave the following testimony:

The Tenant did not pay rent for January, 2011, because she moved out on December 13, 2010, and not on January 2, 2011, as stated by the Landlord. The Tenant did not give the Landlords notice that she was moving out. The Tenant went to Washington because her son was in jail. She had no idea when she would be coming back.

The Tenant's sister and mother cleaned the rental unit at the end of the tenancy.

Analysis

The Tenant did not provide the Landlords with notice that she was ending the tenancy and therefore the Landlords were unaware that the Tenant had moved until January 2, 2011. The Landlords attempted to mitigate their losses and were able to re-rent the rental unit for the middle of February, 2011. I find that the Landlords suffered a loss as a result of the Tenant's failure to comply with the provisions of Section 45 of the Act, and that the Landlords are entitled to loss of revenue for the month of January and half of February, 2011, in the amount of \$1,087.50.

I find that the Tenant abandoned the rental unit. The Landlords completed a condition inspection and provided a copy in evidence. I accept the Landlords' testimony and documentary evidence that the rental unit required cleaning and allow the Landlords' claim in the amount of \$215.00 for labour and the cost of shampooing the carpets.

I dismiss the Landlords' claim for the administrative costs of re-renting the rental unit. This was a month-to-month tenancy and not a term lease and therefore these costs are not recoverable.

The Landlords' application had merit and therefore the Landlords are entitled to recover the filing fee from the Tenant.

Pursuant to the provisions of Section 72(2)(b) of the Act, the Landlords may apply the security deposit towards partial satisfaction of the Landlords' monetary award. No interest has accrued on the security deposit.

The Landlords have established a monetary claim as follows:

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| Loss of revenue | \$1,087.50 |
| Recovery of the filing fee | \$50.00 |
| Subtotal | \$1,352.50 |
| Less security deposit | - \$362.50 |
| TOTAL AMOUNT DUE TO THE LANDLORD AFTER SET-OFF | \$990.00 |

Conclusion

I hereby provide the Landlords a Monetary Order in the amount of \$990.00 for service upon the Tenant. This Order may be filed in the Provincial Court of British Columbia (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: June 21, 2011.

Residential Tenancy Branch