



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNSD, MNDC

Introduction

This is the Landlord's application for a Monetary Order for loss of revenue and the cost of cleaning the rental unit at the end of the tenancy; and to apply the security deposit towards his monetary award.

The Landlord gave affirmed testimony at the Hearing.

The Landlord testified that he served the Tenant MF with the Notice of Hearing documents by handing the documents to him on March 15, 2011. The Landlord provided a document dated March 15, 2011, signed by the Tenant MF acknowledging receipt of the Notice of Hearing documents.

I accept the Landlord affirmed testimony that he personally served the Tenant MF with the Notice of Hearing Package on March 15, 2011. In spite of being served with the documents, the Tenant MF did not sign into the teleconference and the Hearing proceeded in his absence.

The Landlord testified that he provided the Tenant MF with two other copies of the Notice of Hearing documents and that the Tenant MF promised he would provide them to the other Tenants. This method of service is not sufficient, pursuant to the provisions of Section 89 of the Act. The Tenant MF did not attend the Hearing to confirm that he provided the other two Tenants with the Notice of Hearing documents, and therefore I find that the Landlord has not proven service upon the Tenants AL and RS. This Landlord's application against the Tenants AL and RS is dismissed without leave to reapply.

Issue(s) to be Decided

- (2) Is the Landlord entitled to compensation for early termination of the lease by the Tenants, and for the cost of cleaning the rental unit and changing the locks at the end of the tenancy?

Background and Evidence

The Landlord provided the following testimony:

The tenancy agreement was a term lease, due to expire on August 31, 2011. Monthly rent was \$1,500.00 per month, due on the first day of each month. The Tenants paid a security deposit in the amount of \$750.00.

On February 4, 2011, the Tenants provided the Landlord with written notice that they would be moving out of the rental unit on February 28, 2011.

The Tenants did not clean the rental unit at the end of the tenancy and left 2 bed frames and a couch at the rental unit. The Tenants did not return the keys to the rental unit. The Landlord met with the Tenant MF on March 15, 2011 and provided the Landlord with written permission to apply \$425.00 from the security deposit for the cost of shampooing the carpets and cleaning the rental unit. Copies of these documents together with a copy of a receipt for a new deadbolt and copies of e-mail correspondence between the Landlord and the Tenant MF were provided in evidence.

The Landlord advertised the rental unit in three different online rental sites and was able to re-rent the rental unit for May 15, 2011, but at a reduced rent of \$1,350.00 per month. A copy of this tenancy agreement was provided in evidence. The new tenants paid prorated rent for May 15th to May 31, 2011.

The Landlord seeks a monetary award, calculated as follows:

Agreed upon deductions for cleaning	\$425.00
Cost of changing deadbolt	\$26.09
Loss of revenue for April, 2011	\$1,500.00
Loss of revenue for May, 2011	\$825.00
Loss of revenue for remainder of term of lease	\$450.00
Cost to take 2 bed frames and couch to dump	<u>\$100.00</u>
TOTAL CLAIM	\$3,326.09

Analysis

Based on the documentary evidence and undisputed testimony of the Landlord, I find that the Tenants ended the tenancy early and that the Landlord suffered a loss as a result of the Tenants' breach of the tenancy agreement. I am satisfied that the Tenant MF provided the Landlord with written permission to apply \$425.00 of the security deposit towards cleaning the rental unit. I am also satisfied that the Tenants did not return the keys to the rental unit. The Landlord did not provide sufficient evidence of the cost of taking the abandoned furniture to the dump and therefore this portion of his claim is dismissed. The Landlord has established his claim, as follows:

Agreed upon deductions for cleaning	\$425.00
Cost of changing deadbolt	\$26.09
Loss of revenue	<u>\$2,775.00</u>
TOTAL AWARD	\$3,226.09

Pursuant to the provisions of Section 72 of the Act, the Landlord may apply the security deposit in partial satisfaction of his monetary award.

I hereby provide the Landlord with a monetary order against the Tenant MF, calculated as follows:

Monetary Award	\$3,226.09
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Less security deposit	<u><\$750.00></u>
TOTAL amount due to Landlord after set off	\$2,476.09
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Conclusion

The Landlord's application against the Tenants AL and RS is dismissed without leave to reapply.

I hereby provide the Landlord a Monetary Order in the amount of **\$2,476.09** for service upon the Tenant MF. 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 28, 2011.

Residential Tenancy Branch