



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for monetary orders in relation to lost rental income, unpaid utilities and damage to the unit.

I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Tenant did not participate in the conference call hearing.

The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy began on July 1, 2011 for a fixed term to July 1, 2012. On August 5, 2011, the Tenant gave oral notice to end the tenancy as soon as possible but no later than September 30, 2011. The Tenants vacated the unit on August 29, 2011. No move-in inspection was conducted and although a move-out walkthrough was done with the Tenants, no report was completed. Rent in the amount of \$1,700.00 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 \$850.00.

The Landlord commenced advertising for new tenants on craigslist on August 5, 2011 and although several prospective tenants viewed the unit and some wished to rent the unit, the Landlord did not rent the unit until October 1, 2011. The Landlord states that the prospective tenants that wished to rent the unit were not suitable as these were single persons and as the Landlord was looking for a family to rent the unit, such tenants were not found until October 1, 2011 at which time the Landlord was then able to rent the unit.

The Landlord claims lost rental income, unpaid utilities, carpet cleaning and other amounts for damages to the unit. The tenancy agreement provides that the Tenant will place the utilities in their name for the duration of the tenancy and that the Tenant will pay for 70% of the gas bills. All utility bills submitted and being claimed by the Landlord are in the name of the Landlord and with the exception of the water bill, are for the period following the end of the tenancy on August 29, 2011. The water bill is not in the Tenant's name and the Landlord states that this utility cannot be changed to a tenant's name but that the Landlord did not discover this until after the lease had been signed. The Landlord claims other damage costs to the unit but did not supply invoices, receipts or monetary amounts for these claims.

Analysis

Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. In a claim for damage or loss under the Act, regulation or tenancy agreement, the party claiming costs for the damage or loss must prove, inter alia, that the damage or loss claimed was caused by the actions or neglect of the responding party and that costs for the damage or loss have been incurred or established. As the Tenants ended the fixed term tenancy earlier than the agreement allowed, I find that the Tenant breached the tenancy agreement. Although the Landlord did not accept new tenants for the unit until October 1, 2011, I find that the Landlord was reasonable in seeking suitable tenants and took reasonable steps to mitigate the loss of rental income

caused by the Tenant's breach by filling the unit for October 1, 2011. Accordingly, I find that the Landlord is entitled to the amount of \$1,700.00 in lost rental income.

As the Landlord claims for the cost of utilities that are not in the Tenant's name and are not for the period that the tenants were in the unit, I find that these utilities are not covered by the tenancy agreement and I find therefore that the Tenants are not responsible for the costs of these utilities. Further, the as the lease provides for the Tenant's responsibility for utilities that are in the Tenant's name, and as the water bill is not, and cannot be in the Tenant's name, I find that the Landlord is not entitled to reimbursement for the water bill and I dismiss this part of the claim.

As the Tenants were only in the unit for two months, and given the lack of evidence that the carpet was unusually dirty or stained from the tenancy, I find that it is not reasonable for the Tenant to be required to clean the carpets and I therefore dismiss this part of the Landlord's claim.

As the Landlord did not supply invoices or bills for any of the other claims for damages to the unit, that I note are not detailed in the evidence package or as monetary amounts, I dismiss this claim as well.

As the Landlord holds the amount of \$850.00 as a security deposit, I set this amount off the monetary award of \$1,700.00 leaving the amount of \$850.00 payable by the Tenant to the Landlord.

Conclusion

I order that the Landlord retain the **deposit** and interest of \$850.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the balance due of **\$850.00**. If necessary, 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: November 23, 2011.

Residential Tenancy Branch