

DECISION

Dispute Codes MNR, MNSD, FF

Introduction

This is an application filed by the Landlord for loss of rental income, for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement and recovery of the filing fee.

The Landlord attended the hearing by conference call and gave undisputed testimony. The Tenant did not attend.

The Landlord states that the Tenant was served with the notice of hearing documents by Registered Mail and has provided the Canada Post Registered Mail Receipt as evidence. The notice package was sent to an address provided by the Tenant in a letter providing his forwarding address. The Landlord further states in his direct testimony that the Canada Post Registered Mail Package was returned unclaimed by the Tenant. As such, I find that the Tenant was properly served by the Landlord and is deemed served 5 days later on October 18, 2011.

The Landlord has submitted two evidence packages and the Tenant has submitted no evidence.

Issue(s) to be Decided

Is the Landlord entitled to a monetary order?

Is the Landlord entitled to retain the security deposit?

Background and Evidence

This Tenancy began on November 15, 2010 on a fixed term tenancy until November 30, 2011 as shown in the submitted copy of the signed tenancy agreement. The Tenancy ended on October 1, 2011. The monthly rent was \$625.00 payable on the 1st of each month and a security deposit of \$312.50 was paid on November 1, 2010.

The Landlord states that the Tenant gave written notice to vacate the rental unit that was received on September 7, 2011 and has submitted a copy of the note. The note also provides the Tenant's forwarding address in writing. The Landlord states that the Tenant failed to give proper notice and that he (the Landlord) was unable to re-rent the

unit for October 1, 2011. The Landlord states in his direct testimony that although he advertised the rental unit after receiving notice from the Tenant, that no showings were scheduled until October 3, 2011 after the Tenant vacated the property on October 1, 2011. The Landlord states that this is his normal practice to not show a unit until after it is vacant and cleaned. The Landlord states that he is not sure of the exact date of vacancy because he found the keys to the rental left in the building lobby on October 3, 2011. The Landlord stated in his direct testimony that prospective Tenants call everyday seeking rentals in his area and that it is easy to re-rent. The Landlord states that he was able to re-rent the unit for November 1, 2011 because of delays caused from filing this application and preparing for this dispute. The Landlord is seeking recovery of lost rental income/unpaid rent for the month of October 2011 for \$625.00. The Landlord is also seeking a late rent fee of \$25.00 as the Tenant did not pay this amount.

The Landlord is also seeking to recover general cleaning costs of \$84.00 (6 hours @ \$14.00 per hour). The Landlord is also seeking to recover \$95.20 for carpet cleaning costs. The Landlord relies on the condition inspection report for the move-out which was completed without the Tenant. The Landlord states that he has receipts and invoices for the charges, but has not submitted them into evidence. The Landlord states that a notice of final opportunity to schedule a condition inspection was given to the Tenant. The Tenant did not attend this proposed inspection. The Landlord states that all attempted forms of contact with the Tenant have been unresponsive.

Analysis

I accept the Landlord's undisputed testimony and I find that the Landlord has established a claim for the \$84.00 in cleaning costs and \$95.20 in carpet cleaning costs based upon the condition inspection report and the undisputed testimony of the Landlord.

The Landlord's claim for unpaid rent/ loss of rental income for October has not been established. Residential Tenancy Policy Guideline #5 states,

"The duty to minimize the loss generally begins when the person entitled to claim damages becomes aware that damages are occurring." The Landlord became aware of the potential damage claim on September 7, 2011 when the Tenant gave late notice to end the tenancy. "Efforts to minimize the loss must be "reasonable" in the circumstances. The party seeking damages is required to show that reasonable efforts were made to reduce or prevent the loss claimed." The Landlord stated in his direct testimony that although he advertised the unit for rent, he did not schedule any showings to potential Tenants until October 3, 2011. The Landlord stated that this is the

normal practice for his company in this area. I find that there can be no claim for unpaid rent/ loss of rental income for October if the Landlord does not show the unit until after the 1st of the month to mitigate this loss for October 2011 rent of \$625.00. The Landlord's request for October rent is dismissed. As well, the Landlord's request for a late rent fee for October of \$25.00 is dismissed.

The Landlord has established a total monetary claim for \$179.20 consisting of the general cleaning and the carpet cleaning costs. The Landlord is also entitled to recovery of the \$50.00 filing fee. I order that the Landlord retain \$229.20 from the \$312.50 security deposit in satisfaction of the claim.

Conclusion

The Landlord may retain \$229.20 from the security deposit.

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: December 30, 2011.

Residential Tenancy Branch