



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNDC, MNR, MND, MNSD, FF

Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for money owed or compensation for damage or loss; for a monetary Order for unpaid rent; for a monetary Order for damage; to keep all or part of the security deposit; and to recover the fee for filing this Application for Dispute Resolution

The Agent for the Landlord stated that copies of the Application for Dispute Resolution and Notice of Hearing were sent to the Tenant with the initials "D.S.", via registered mail, on November 05, 2011. The Agent for the Landlord stated that the documents were sent to a forwarding address provided by this Tenant on January 27, 2011. The Landlord submitted Canada Post Documentation that corroborates this statement. In the absence of evidence to the contrary, I find that these documents have been served to this Tenant in accordance with section 89 of the *Act*, however this Tenant did not appear at the hearing.

The Agent for the Landlord stated that copies of the Application for Dispute Resolution and Notice of Hearing were sent to the Tenant with the initials "J.S.", via registered mail, on November 05, 2011. The Agent for the Landlord stated that the documents were sent to a "contact" address provided by this Tenant to the Landlord at the start of the tenancy. The Landlord submitted Canada Post Documentation that corroborates this statement. After being advised that this Tenant had not been served in accordance with section 89 of the *Act*, the Agent for the Landlord asked to amend the Application for Dispute Resolution to remove this Tenant as a Respondent. The Application for Dispute Resolution was amended accordingly.

Issue(s) to be Decided

The issues to be decided are whether the Landlord is entitled to compensation for unpaid rent/loss of revenue; to compensation for liquidated damages; for compensation for damage to the rental unit; to retain all or part of the security deposit paid by the Tenant; and to recover the filing fee for the cost of this Application for Dispute Resolution.

Background and Evidence

The Landlord submitted a copy of a tenancy agreement that shows the parties entered into a tenancy agreement that began on October 01, 2010. The agreement declares that the Tenant is required to pay rent of \$910.00 by the first day of each month and that the Tenant paid a security deposit of \$455.00 and a key deposit of \$50.00.

The Agent for the Landlord stated that a condition inspection report was completed at the beginning and the end of this tenancy, a copy of which was submitted in evidence.

The Agent for the Landlord stated that the Tenant did not pay rent for January of 2011; that the Landlord posted a Ten Day Notice to End Tenancy on the door of the rental unit on January 14, 2011; and that the Tenant vacated the rental unit on January 27, 2011. The Landlord is seeking compensation for unpaid rent from January of 2011.

The Landlord is also seeking compensation for loss of revenue from February of 2011. The Agent for the Landlord stated that the Landlord was not certain that the Tenant would vacate the rental unit in compliance with the Notice to End Tenancy so they could not enter into a new tenancy agreement until they vacated the rental unit; that they continually advertise their rental units on the internet and on a sign at the front of the residential complex; and that they were unable to rent this unit until March 01, 2011.

At the hearing the Agent for the Landlord withdrew the Landlord's claim for liquidated damages.

The Landlord is seeking compensation, in the amount of \$233.48, for cleaning in the rental unit. The Landlord submitted a copy of a document, in which the Tenant agreed to allow the Landlord to keep the Tenant's security deposit in partial compensation of \$2,353.48 in liabilities, \$233.48 of which was for cleaning costs.

Analysis

On the basis of the evidence presented by the Landlord and in the absence of evidence to the contrary, I find that the Tenant entered into a tenancy agreement that required him and his co-tenant to pay monthly rent of \$910.00 by the first day of each month.

On the basis of the evidence presented by the Landlord and in the absence of evidence to the contrary, I find that the Tenant did not pay rent when it was due on January 01, 2011. As he is required to pay rent when it is due, pursuant to section 26 of the *Residential Tenancy Act (Act)*, I find that he must pay the Landlord \$910.00 for rent from January of 2011.

I find that the Tenant fundamentally breached the tenancy agreement when the Tenant did not pay rent when it was due. I find that this tenancy ended as a result of the Tenant failing to pay rent when it was due. I find that the Tenant's failure to pay rent when it was due and the fact that the Tenant remained in the rental unit until January

27, 2011 made it difficult for the Landlord to find new tenants for February 01, 2011, as the Landlord did not have a reasonable opportunity to advertise the unit and enter into a new tenancy agreement. I find that the Landlord is therefore entitled to compensation for loss of revenue from February of 2011, in the amount of \$910.00.

As the Tenant agreed, in writing, that the Landlord could keep \$233.48 from his security deposit in compensation for the cost of cleaning the rental unit, I find that the Landlord has established that it is entitled to these cleaning costs.

Conclusion

I find that the Landlord has established a monetary claim, in the amount of \$2,103.48, which is comprised of \$1,820.00 in unpaid rent/loss of revenue; \$233.48 for cleaning; and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution.

Pursuant to section 72(2) of the *Act*, I authorize the Landlord to retain the Tenant's deposits of \$505.00 in partial satisfaction of this monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the amount \$1,598.48. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia 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: January 23, 2012.

Residential Tenancy Branch