



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, MNSD, MNDC, FF

### Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Both parties participated in the conference call hearing.

### Issues to be Decided

Is the landlord entitled to a monetary order for unpaid rent, loss of income and costs incurred?

### Background and Evidence

The tenancy began on or about February 1, 2011 and ended on January 10, 2012. This was to be a one year fixed term agreement. Rent in the amount of \$1255.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$627.50. One of the two tenants participated in the teleconference.

The tenant gave the following testimony; the tenant was unhappy with living conditions in the home and decided to move out early, had not been staying in the unit for the last three months due to the living conditions, was told by her roommate that all costs and issues related to the tenancy had been resolved and she was free to move on.

The landlord gave the following testimony; received notice from both tenants that they would move out by January 1, 2012, the landlord advised them to stay the course of the fixed term to avoid any charges or penalties, the tenant that participated in today's

hearing returned her keys and was completely moved out by January 1, 2012, the landlord ran advertisements throughout the month of December 2011 attempting to rent the unit, the tenant that did not participate in today's hearing did not move out until January 10, 2012, the landlord conducted a move in condition inspection report upon move in and made two attempts to conduct one on move out; neither tenant participated in the move out condition inspection.

The landlord is seeking the following costs incurred; \$72.00 for general cleaning, \$59.32 for advertising the unit, \$95.20 for carpet cleaning, \$1155.00 for unpaid January rent , \$1255.00 for unpaid February rent, and \$50.00 filing fee.

### Analysis

I accept that the tenant that did participate in today's hearing was unaware of the unresolved issues with the landlord and I also accept that she was genuine in stating that "I trusted that my roommate had taken care of everything, and that was my mistake, I would have never left things in this state". Although her intentions were sincere, it does not extinguish her responsibilities or obligations as a co-tenant, as it does not absolve the other tenant of her responsibilities or obligations by not attending today's hearing.

The landlord has submitted documentary evidence to support the majority of her claim. The landlord was seeking the unpaid portion of rent for January 2012 and for February 2012. The documentary evidence provided by the landlord shows the unit advertised from December 6-29, 2011 but nothing beyond that. When I asked the landlord about this she stated that she has been running ads and that she could have copies of the advertisements available, however she did not provide them for this hearing. I am satisfied that the landlord is entitled to the unpaid portion of January 2012 rent but I am not satisfied that she is entitled to the February 2012 rent based on the lack of evidence demonstrating any attempts of renting the unit past December 29, 2011.

In summary, the landlord has been successful in the following claims:

General Cleaning	\$72.00
Carpet Cleaning	\$95.20
Unpaid January Rent	\$1155.00
Filing Fee	\$ 50.00
	\$
<b>Total:</b>	<b>\$1431.52</b>

The landlord has established a claim for \$1431.52. I order that the landlord retain the deposit and interest of \$627.50 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$804.02. This order may be filed in the Small Claims Court and enforced as an order of that Court.

### Conclusion

The landlord is granted a monetary order for \$804.02. The landlord may retain 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: March 26, 2012.

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Residential Tenancy Branch