



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNR, MNSD, MNDC, FF

### Introduction

This conference call hearing was convened in response to the landlord's application for a Monetary Order for unpaid rent, damage to the rental unit, and money owed or compensation for damage or loss under the Act, regulation or tenancy agreement; to keep the security deposit; and to recover the filing fee associated with this application.

Both parties attended the hearing and provided affirmed testimony. They were given a full opportunity to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Is the landlord entitled to a Monetary Order, and if so for what amount?

Is the landlord entitled to keep all or part of the security deposit?

Is the landlord entitled to recover the filing fee?

### Background and Evidence

The rental unit consists of a 2 bedroom suite in a four-plex unit. Pursuant to a written agreement, the month to month tenancy started on September 1, 2011. The rent is \$650.00 per month and the tenant paid a security deposit of \$325.00. Condition inspection reports were completed at the start and the end of the tenancy.

It was not disputed that the landlord received the tenant's notice to end tenancy on February 1<sup>st</sup>, 2012, with an effective date of March 1<sup>st</sup>, 2012. The landlord provided a copy of the notice, wherein the tenant stated that she would be away until February 24th, 2012. The landlord said that the tenant did not allow viewings while she was away and that he could only should the unit after her return. The landlord testified that he could not find a suitable tenant within the short time frame left in February, and that he did not re-rent the unit until April 2012.

In the February 25th, 2012 move-out inspection report provided, the landlord reported; that the tenant only returned one set of keys; 4 light bulbs were missing; a dent in the dry wall; a glass cover for the dining room light; cleaning under the fridge and stove; and reconnection of the natural gas.

The landlord submitted a monetary claim as follows:

- March rent: \$650.00
- Repair dent in the wall: \$ 30.00
- 4 light bulbs: \$ 10.00
- Replace 2 keys: \$ 10.00
- Filing fee: \$ 50.00
- Sub-Total: \$750.00
- Less security deposit: \$325.00
- Total owed: \$425.00

The landlord stated that the inspection went well and the problems were minor. In that same report, the tenant wrote that she disagreed with the claim for the glass cover and the gas reconnection. The landlord agreed and did not take issue with the remainder of the claim concerning the dent, keys, and missing light bulb.

The tenant testified that the tenant could have still advertised earlier. She stated that there was 40 homeless people in town as a result of a fire, and that the landlord could

have found tenants for March 1<sup>st</sup>. Concerning the condition of the unit, the tenant stated that she left it clean before moving out.

The landlord stated that of the homeless people in town due to a fire, the majority of them qualified for monthly rates ranging up to a maximum of \$500.00 per month and did not qualify for the rental unit.

### Analysis

Concerning the damages; the landlord did not take argue the merits of the claim for damages and therefore I will dismiss this aspect of the application. At issue is the loss of rental income for March 2012; the landlord stated that he made every attempt to mitigate his loss, and that he could not find a suitable tenant on time.

Section 45(1) of the Act states in part that a tenant may end a periodic tenancy by giving the landlord notice to end the tenancy effective on a date that is not earlier than one month after the date the landlord received the notice. Since the tenant gave notice on February 1<sup>st</sup>, 2012, the allowed date by which the tenancy can end was April 1<sup>st</sup>, 2012. The landlord was further hindered by the tenant's imposing time restrictions to show the unit; I am satisfied that the landlord attempted to mitigate his loss and was not successful in re-renting for March 1<sup>st</sup>, 2012. The tenant did not comply with the Act and the landlord is entitled to recover the loss of rental income for that month.

### Conclusion

The landlord established a claim of \$650.00. I authorize the landlord to retain the tenant's \$325.00 security deposit for a balance owing of \$325.00. Since the landlord was successful, I award the landlord recovery of the \$50.00 filing fee. Pursuant to Section 67 of the Act, I grant the landlord a Monetary Order totalling \$375.00.

This Order may be registered 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: May 07, 2012.

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Residential Tenancy Branch