



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 was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for unpaid rent - Section 67;
2. A Monetary Order for compensation - Section 67;
3. An Order to retain the security deposit - Section 38; and
4. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord’s evidence that the Tenant was personally served with the application for dispute resolution and notice of hearing on April 26, 2012 in accordance with Section 89 of the Act. The Tenant did not attend the 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 November 1, 2009 and ended on March 31, 2012. Subsidized rent in the amount of \$529.00 and parking in the amount of \$25.00 was payable in advance on the first day of each month. At the outset of a previous tenancy commencing November 1, 2004, the Landlord collected a security deposit from the Tenant in the amount of \$500.00. On March 20, 2012 the Tenant gave the Landlord notice to end the tenancy on March 31, 2012. The Tenant owes arrears of \$194.00 to March 31, 2012. Both a move-in and move-out inspection was completed by the Parties.

The Landlord states that the Tenant did not clean the carpets and claims \$99.00. The receipt for this cost was provided to the Tenant.

The Landlord states that the Tenant failed to return a key and claims \$10.00 for the replacement cost. The tenancy agreement provides for late fees, key replacement costs and parking fees.

Upon receiving the Tenant's notice, the Landlord immediately sought out new tenants from the waiting list however none of these tenants came through. The unit was not able to be filled until May 5, 2012 and the Landlord lost rental income for April 2012.

The Landlord claims unpaid rent of \$194.00, lost rental income of \$554.00 for April 2012, parking fee of \$25.00 for April 2012 and a late fee of \$25.00 for April 2012.

Analysis

Section 45 of the Act provides as follows:

- (1) A tenant may end a periodic tenancy by giving the landlord notice to end the tenancy effective on a date that
 - (a) is not earlier than one month after the date the landlord receives the notice, and
 - (b) is the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement.

Section 37 of the Act provides that when a tenant vacates a rental unit the tenant must leave the unit reasonably clean except for reasonable wear and tear. 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, that costs for the

damage or loss have been incurred or established and that steps were taken by the claiming party to minimize or mitigate the costs claimed.

As the tenancy ended on March 31, 2012, I find that the Landlord is not entitled to parking fees or late fees for April 2012 as these are fees in relation to an ongoing tenancy and I dismiss these claims of the Landlord. Based on the undisputed evidence of the Landlord, I find that the Landlord has substantiated an entitlement to unpaid rent of **\$194.00**, key replacement of **\$10.00** and carpet cleaning costs of **\$99.00**. As the Landlord was unable to find a tenant for April 2012 due the short amount of time to obtain a tenant from the waiting list, I find that the Landlord has substantiated an entitlement to lost rental income of **\$529.00**. The Landlord is also entitled to recovery of the \$50.00 filing fee for a total entitlement of **\$832.00**. Setting the security deposit of **\$500.00** plus interest of **\$17.70** off the entitlement leaves **\$314.30** owing by the Tenant to the Landlord.

Conclusion

I order that the Landlord retain the **deposit** and interest of \$517.70 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the balance due of **\$314.30**. 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: June 20, 2012.

Residential Tenancy Branch