



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNR; MNDC, FF

Introduction

This is the Landlord's application for a Monetary Order for unpaid rent and loss of revenue; for compensation for damage or loss; and to recover the cost of the filing fee from the Tenant.

The parties gave affirmed testimony at the Hearing.

It was established that the Tenant received the Notice of Hearing documents by registered mail sent April 24, 2012, and that the parties exchanged their documentary evidence.

Issues to be Decided

- Is the Landlord entitled to a monetary award for damage or loss, unpaid rent and loss of revenue?

Background and Evidence

This tenancy started on September 27, 2012. Monthly rent was \$900.00, due in advance on the last day of each month. The Tenant was responsible for paying propane charges in the amount of \$100.00 per month. Rent did not include other utilities, which were in the Landlord's name.

The Landlord gave the following testimony:

The Landlord testified that Tenant paid a security deposit in the amount of \$400.00 at the beginning of the tenancy, which she is still holding.

The Landlord stated that the tenant moved out of the rental unit sometime between February 20 and February 23, 2012 without giving due notice to end the tenancy. She testified that the Tenant did not clean the rental unit before she moved out, and left an old couch and garbage at the rental unit. The Landlord stated that she paid a man \$65.00 for the use of a truck and that she hauled the garbage to the dump.

The Landlord seeks a monetary award, calculated as follows:

DESCRIPTION	AMOUNT
Loss of revenue for March, 2012	\$900.00
Unpaid utilities (copies of utility bills provided)	\$923.20
Cost to take garbage to the dump (no receipt)	\$100.00
Recovery of filing fee	\$50.00
TOTAL CLAIMED	\$1,973.20

The Tenant's agent gave the following testimony:

The Tenant's agent stated that the Landlord knew the Tenant was moving at the end of February because the Tenant gave the landlord verbal notice on January 28, 2012.

The Tenant's agent testified that to her knowledge, the Tenant cleaned the rental unit before she left. She stated that she did not leave anything behind except an entertainment centre and a couch.

The Tenant provided a written statement in evidence indicating that she agrees to pay \$488.00 in hydro. It is not clear from her written statement how she arrived at that amount. The Tenant's agent did not provide clarification during the Hearing.

Analysis

This is the Landlords' claim for damage or loss under the Act and therefore the Landlords have the burden of proof to establish their claim on the civil standard, the balance of probabilities.

To prove a loss and have the Tenant pay for the loss requires the Landlord to satisfy four different elements:

1. Proof that the damage or loss exists,
2. Proof that the damage or loss occurred due to the actions or neglect of the Tenant in violation of the Act,
3. Proof of the actual amount required to compensate for the claimed loss or to repair the damage, and
4. Proof that the Landlord followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage being claimed.

Section 52 of the Act provides that a notice to end tenancy **must** be in writing. Section 37 of the Act requires a tenant to leave the rental unit in a reasonably clean, undamaged condition at the end of a tenancy.

Based on the affirmed testimony and documentary evidence provided, I find that the Tenant did not comply with Sections 52 or 37 of the Act and that this breach of the Act resulted in damage or loss to the Landlord.

Section 67 of the Act provides that if a party breaches the Act, and the breach results in loss or damage to the other party, the Director may determine the amount of the loss and order the party to pay compensation in that amount.

Copies of Section 52, 37 and 67 accompany this Decision.

I find that the Landlord has established an award against the Tenant for loss of revenue for the month of March in the amount of **\$900.00**.

I find that the Landlord is entitled to a monetary award for unpaid hydro in the amount of **\$923.20**.

The Landlord did not provide a receipt for the cost of renting the truck or the dump fees. However, I am satisfied that the Tenant did leave a couch and an entertainment centre at the rental unit, and therefore I allow a nominal award in the amount of **\$25.00** for this portion of the Landlord's claim.

The Landlord has been largely successful in her application and I find that she is entitled to recover the cost of the **\$50.00** filing fee from the Tenant.

Further to the provisions of Section 72(2)(b) of the Act, the Landlord may apply the security deposit towards partial satisfaction of her monetary award. No interest has accrued on the security deposit.

I hereby provide the Landlord a Monetary order, calculated as follows:

Loss of revenue for March, 2012	\$900.00
Unpaid utility bills	\$923.20
Compensation for taking Tenant's garbage to the dump	\$25.00
Recovery of the filing fee	<u>\$50.00</u>
Subtotal	\$1,898.20
Less security deposit	<u>- \$400.00</u>
TOTAL AMOUNT DUE TO THE LANDLORD AFTER SET-OFF	\$1,498.20

Conclusion

I hereby provide the Landlord a Monetary Order in the amount of **\$1,498.20** for service upon the Tenant. This Order may be filed in the Provincial Court of British Columbia (Small Claims) 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 04, 2012.

Residential Tenancy Branch