



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 hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act*, for a monetary order for loss of income, cleaning and for the recovery of the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of her claim. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

A hearing was conducted on May 10, 2012 to resolve a dispute between these two parties. The landlord had applied for an order of possession pursuant to a notice to end tenancy for non payment of rent. The arbitrator granted the landlord's application and also awarded the landlord a monetary order for rent for May, late fees and the filing fee

Issues to be decided

Is the landlord entitled to a monetary order for loss of income for June, cleaning and for the filing fee?

Background and Evidence

The tenancy started on April 01, 2011 and ended on May 24, 2012, when the landlord served the tenant with an order of possession.

Rent was \$724.00 due on the first day of each month and did not include utilities. Prior to moving in the tenant paid a security deposit of \$347.50, a pet deposit of \$200.00 plus a key deposit of \$40.00.

A move out inspection was completed and the tenant agreed in writing to cover the cost of cleaning.

The tenant gave the landlord a forwarding address in writing on July 23, 2012. The landlord filed this application in a timely manner. The landlord filed copies of advertisements for the vacant unit, but was unsuccessful in finding a tenant for June 2012.

The landlord is claiming the following:

1.	Carpet cleaning	\$72.50
3.	General suite cleaning	\$48.00
4.	Loss of income for June 2012	\$724.00
5.	Filing fee	\$50.00
	Total	\$914.50

Analysis

The tenant did not dispute the landlord's monetary claim for cleaning of the carpet, blinds, drapes and suite.

When a landlord is claiming damages, the landlord has a legal obligation to do whatever is reasonable to minimize the loss. This duty is commonly known in the law as the duty to mitigate. Based on the testimony and documents filed into evidence by the landlord, I find that the landlord advertised the availability of the rental unit but was unsuccessful in finding a tenant for June. Therefore I find that the landlord suffered a loss of income for June and is entitled to \$724.00.

The landlord has proven his claim and is entitled to the recovery of the filing fee.

Overall the landlord has established a claim for \$914.50.

I order that the landlord retain the deposit of \$627.50 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$287.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order in the amount of **\$287.00**.

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: September 18, 2012.

Residential Tenancy Branch