



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNDC, MNR, MNSD, FF, RPP, O

### Introduction

There are applications filed by both parties. The Landlord has made a request for a monetary order for damage to the unit, site or property, for money owed or compensation for damage or loss, for unpaid rent, to keep all or part of the security deposit and recovery of the filing fee. The Tenant has made a request for a monetary order for money owed or compensation for damage or loss, for the return of the security deposit and an order for the return of personal property.

The Landlord has attended the hearing by conference call and gave undisputed testimony. The Tenant did not attend. The Landlord states that he served the Tenant with the notice of hearing package by Canada Post Registered Mail on December 13, 2012 and has submitted a copy of the Customer Receipt as confirmation. The Landlord also states that the Tenant was served with his evidence package on January 4, 2013 by Canada Post Registered Mail and has submitted the Customer Receipt as confirmation. The Landlord has confirmed receipt of the Tenant's notice of hearing package. Based upon the above facts, I find that both parties have been properly served with the notice of hearing and evidence packages submitted.

At 10:15 am, with no appearance by the Tenant and the Landlord in attendance in response, the Tenant's application was dismissed without leave to reapply. The hearing shall proceed with the Landlord's application.

### Issue(s) to be Decided

Is the Landlord entitled to a monetary order?

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

### Background, Evidence and Analysis

This Tenancy began on July 1, 2012 on a 1 year fixed term tenancy until July 1, 2013. The Landlord states that the Tenancy ended on October 30, 2012. The submitted copy of the signed tenancy agreement states that the monthly rent was \$1,200.00 payable on the 1<sup>st</sup> of each month and a security deposit of \$600.00 was paid.

The Landlord seeks a monetary claim of \$2,390.00. This consists of \$800.00 for the loss of rental income due to the breach of the fixed term tenancy (8 months at \$100.0 per month), \$1,300.00 in rent arrears (\$100.00 September and \$1,200.00 for October unpaid rent), \$290.00 for damage (consisting of \$100.00 for painting and trim, \$100.00 for carpet cleaning and \$90.00 for general cleaning). The Landlord relies on the submitted emails, text messages and photographs of the rental unit.

The Landlord states that he only received verbal notice from the Tenant to vacate the rental and an email telling him to attempt to re-rent the unit for November 2012. The Landlord states that he never received any written confirmation. The Landlord states that he attempted to re-rent the unit, but with such short notice after some listings had to advertise the rental for \$100.00 less per month. After this reduction, he was able to re-rent the unit for November 1, 2012 at \$1,100.00 per month.

I accept the undisputed testimony of the Landlord and find that the Landlord made reasonable effort to mitigate any losses in re-renting the unit. Based upon the above facts, I find that the Landlord has established a monetary claim for \$2,390.00. The Landlord is also entitled to recovery of the \$50.00 filing fee. I order that the Landlord retain the \$600.00 security deposit in partial satisfaction of the claim and I grant a monetary order under section 67 of the Act for \$1,840.00.

### Conclusion

The Landlord is granted a monetary order for \$1,840.00.  
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: January 18, 2013

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Residential Tenancy Branch

