



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MND, MNR, MNSD, FF

### Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the landlord only.

The landlord provided documentary evidence to confirm each of the tenants were served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by registered mail on November 19, 2012 in accordance with Section 89. As per Section 90, the documents are deemed received by the tenants on the 5<sup>th</sup> day after it was mailed.

Based on the testimony of the landlord, I find that the tenants have been sufficiently served with the documents pursuant to the *Act*.

### Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent; for damage to the rental unit; for all or part of the security deposit and to recover the filing fee from the tenants for the cost of the Application for Dispute Resolution, pursuant to Sections 37, 38, 67, and 72 of the *Act*.

### Background and Evidence

The landlord provided the following documents as evidence:

- A copy of a tenancy agreement signed by the parties on August 2, 2012 for a month to month tenancy beginning on June 1, 2012 for a monthly rent of \$750.00 due on the 1<sup>st</sup> of each month with a security deposit of \$375.00 paid;
- A copy of a letter dated October 28, 2012 from the landlord to the tenants stating that the male tenant had provided the landlord with verbal notice on October 27, 2012 to be effective November 1, 2012;
- A copy of a Condition Inspection Report dated with completion of the move in condition inspection dated June 1, 2012 and with no date indicated for the move out inspection;
- Copies of receipts for repair work; cleaning; carpet cleaning; garbage removal; and photographs; and

- Several photographs recording the condition of the rental unit at the end of the tenancy.

The landlord confirmed in her testimony that the tenants failed to pay the full rent for the month of September 2012 and still owe \$250.00 for the month and they failed to pay rent at all for the month of October 2012.

The landlord also submits that due to the lateness of the verbal tenants' notice to end the tenancy received by the landlord on October 27, 2012 she was unable to rent the unit to new tenants until December 1, 2012. The landlord seeks compensation for loss of revenue for the month of November 2012.

The landlord seeks the following compensation:

Description	Amount
Rent – unpaid and lost revenue	\$1,750.00
Damage repairs	\$167.50
Cleaning	\$210.00
Carpet cleaning	\$209.66
Outside cleaning and garbage removal	\$40.00
Photo development for evidence	\$30.03
<b>Total</b>	<b>\$2,407.19</b>

### Analysis

To be successful in a claim for compensation for damage or loss the applicant has the burden to provide sufficient evidence to establish the following four points:

1. That a damage or loss exists;
2. That the damage or loss results from a violation of the *Act*, regulation or tenancy agreement;
3. The value of the damage or loss; **and**
4. Steps taken, if any, to mitigate the damage or loss.

Based on the undisputed testimony of the landlord I find the tenants failed to pay rent in full for the months of September and October 2012.

Section 45(1) of the *Act* stipulates that a tenant may end a 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 receives the notice and is the day before the day in the month that rent is payable under the tenancy agreement.

Based on the landlord's undisputed evidence and testimony I find the tenants failed to provide the landlord with a month written notice to end tenancy and that the landlord was unable to rent the unit until December 2012.

Section 37 of the *Act* requires a tenant who is vacating a rental unit to leave the unit reasonably clean, and undamaged except for reasonable wear and tear, and give the landlord all keys or other means of access that are in the possession and control of the tenant and that allow access to and within the residential property.

From the documentary evidence and landlord's testimony I find the tenants failed to comply with Section 37 and as a result the landlord has suffered a loss to clean and repair damage caused by the tenants. I find the landlord has established the value of this loss by the provision of receipts into evidence.

However, in regard to the landlord's claim for photograph development, I find this is a cost associated with the landlord's choice to provide photographic evidence and was neither a requirement for this proceeding or the result of a violation of the *Act*, regulation or tenancy agreement on the part of the tenants. As such, I dismiss this portion of the landlord's Application.

### Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$2,427.16** comprised of \$1,750.00 rent owed; \$167.50 damage to the unit; \$459.66 cleaning and carpet cleaning; and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$375.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$2,052.16**.

This order must be served on the tenants. If the tenants fail to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: February 13, 2013

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Residential Tenancy Branch