



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNDC, MNSD, 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 damage to the unit - Section 67;
2. A Monetary Order for compensation for loss – 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 served with the application for dispute resolution and notice of hearing by registered mail 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.

Preliminary Matter

The Landlord confirms that the second named Tenant on the application is not a Tenant on the tenancy agreement. Accordingly, I find that only the first named Tenant is a Respondent to this dispute.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Is the Landlord entitled to recovery of the filing fee?

Background and Evidence

The tenancy started on August 1, 2011 and ended on October 29, 2012. Rent of \$1,800.00 was payable monthly and at the outset of the tenancy the Landlord collected

\$900.00 as a security deposit. The Parties conducted a move-in inspection however after offering the Tenants two opportunities for a move-out inspection, the Tenants failed to participate in an inspection. The Landlord made the inspection but did not send a copy to the Tenants.

The Landlord states that the Tenants failed to provide any notice to end the tenancy and left the unit unclean and damaged. The Landlord claims as follows:

- \$392.00 for cleaning the unit and cleaning the carpets;
- \$200.00 for repairs to a broken kitchen faucet, leaking dishwasher and plugged garbuerator;
- \$89.44 for the cost of the kitchen faucet;
- \$200.00 for the replacement and repair of 5 sets of blinds that were damaged;
- \$150.00 for the cost to replace two parking remotes that were not returned to the Landlord;
- \$37.18 for the cost of paint supplies to repair marks and dents on the walls of the unit;
- \$3,900.00 for lost rental income for November and December 2012 and for five days in January 2012. The Landlord advertised the unit through a property manager in the middle of December 2012 states that as he works full time, was unable to get the house repaired and cleaned until then. The Landlord obtained new tenants for January 8, 2013.

Analysis

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 reasonable steps were taken by the claiming party to minimize or mitigate the costs claimed, and that costs for the damage or loss have been incurred or established. Given that the Tenants failed to provide notice, I find that the Landlord substantiated a loss of rental income for November 2012 in the amount of **\$1,800.00**. However given that the Landlord did not advertise the unit until the middle of December and considering that

the unit was cleaned by November 11, 2012, I find that the Landlord has failed to established that reasonable efforts were made to mitigate the losses claimed for lost rental income for December 2012 and January 2013 and I dismiss this part of the claim.

Given the undisputed evidence of the Landlord and the provisions of receipts to confirm costs, I find that the Landlord is entitled to costs for the remaining damages in the amount of **\$1,069.62**.

As the Landlord has been substantially successful with its claim, I find that the Landlord is also entitled to recovery of the **\$50.00** filing fee for a total entitlement of **\$2,919.62**. Setting the security deposit of \$900.00 plus zero interest off the entitlement leaves **\$2,019.92** owed by the Tenant to the Landlord.

Conclusion

I order that the Landlord retain the **deposit** and interest of \$900.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the balance due of **\$2,019.92**. 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: February 21, 2013

Residential Tenancy Branch