



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MAINSTREET EQUITY CORP
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND MNDC MNSD FF

Introduction

This hearing dealt with an Application for Dispute Resolution filed on November 29, 2012, by the Landlord to obtain a Monetary Order for: damage to the unit site or property; for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement; to keep the security and pet deposit; and to recover the cost of the filing fee from the Tenant for this application.

The parties appeared at the teleconference hearing, acknowledged receipt of evidence submitted by the Landlord and gave affirmed testimony. At the outset of the hearing I explained how the hearing would proceed and the expectations for conduct during the hearing, in accordance with the Rules of Procedure. Each party was provided an opportunity to ask questions about the process however each declined and acknowledged that they understood how the conference would proceed.

During the hearing each party was given the opportunity to provide their evidence orally, respond to each other's testimony, and to provide closing remarks. A summary of the testimony is provided below and includes only that which is relevant to the matters before me.

Issue(s) to be Decided

Should the Landlord be issued a Monetary Order?

Background and Evidence

The Landlord submitted documentary evidence which included, among other things, copies of: the tenancy agreement; the move in and move out condition inspection report forms; and the Tenant's notice to end tenancy.

The following facts were not in dispute and were confirmed during this proceeding:

- The parties entered into a fixed term tenancy agreement that began on March 1, 2012 and switched to a month to month tenancy after August 31, 2012
- Rent was payable on the first of each month in the amount of \$750.00 and on February 23, 2012 the Tenant paid \$375.00 as the security deposit plus \$200.00 for the pet deposit
- The parties attended the move in condition inspection and signed the report on February 24, 2012
- On November 17, 2012 the Tenant provided written notice to end his tenancy and had vacated the rental unit by November 22, 2012
- The Tenant did not attend the move out inspection that was completed on November 22, 2012

The Landlord requests compensation of \$30.00 for the window blinds which were damaged by the Tenant's cat plus \$750.00 for loss of revenue for December 2012 because the Tenant vacated without providing the required one month's notice.

The Tenant did not dispute the Landlord's claims and requested that his deposits be used to offset the amounts claimed.

Analysis

A party who makes an application for monetary compensation against another party has the burden to prove their claim. Awards for compensation are provided for in sections 7 and 67 of the *Residential Tenancy Act*. Accordingly an applicant must prove the following when seeking such awards:

1. The other party violated the Act, regulation, or tenancy agreement; and
2. The violation caused the applicant to incur damage(s) and/or loss(es) as a result of the violation; and
3. The value of the loss; and
4. The party making the application did whatever was reasonable to minimize the damage or loss.

In this case the Tenant confirmed he breached the *Residential Tenancy Act* as follows:

- breach of section 32 of the Act by leaving the unit with some damage to the window blind which was caused by his cat; and

- breach of section 45 of the Act by ending the tenancy without proper notice.

Accordingly, I award the Landlord \$30.00 for the damaged window blind plus \$750.00 for loss of December 2012 rental income for a total amount of **\$780.00**.

The Landlord has been successful with their claim; therefore I award them recovery of the **\$50.00** filing fee.

Monetary Order – I find that the Landlord is entitled to a monetary claim and that this claim meets the criteria under section 72(2)(b) of the *Act* to be offset against the Tenant’s security and pet deposits plus interest as follows:

Window Blinds and Loss of December Rent	\$ 780.00
Filing Fee	<u>50.00</u>
SUBTOTAL	\$ 830.00
LESS: Pet Deposit of \$200.00 + Interest 0.00	200.00
LESS: Security Deposit \$375.00 + Interest 0.00	<u>-375.00</u>
Offset amount due to the Landlord	<u>\$ 255.00</u>

Conclusion

The Landlord has been awarded a Monetary Order in the amount of **\$255.00**. This Order is legally binding and must be served upon the Tenant.

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: March 06, 2013

Residential Tenancy Branch

