



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** MNR; MNDC, MND; FF

### **Introduction**

This is the Landlords' application for a Monetary Order for unpaid rent and damages to the rental unit; to retain the security deposit in partial satisfaction of their monetary claim; and to recover the cost of the filing fee from the Tenant.

The Landlord gave affirmed testimony at the Hearing.

The Landlord testified that on March 13, 2013, he personally handed the Notice of Hearing documents to the Tenant at the address that the Tenant provided on the Condition Inspection Report. A copy of the Report was provided in evidence. The Landlord stated that he served the Tenant with copies of his documentary evidence on May 3, 2012, at the rental property when the Tenant came to pick up his mail.

Based on the Landlord's affirmed testimony, I am satisfied that the Tenant was duly served with the Notice of Hearing documents. Despite being served with the documents, the Tenant did not sign into the teleconference and the Hearing proceeded in his absence.

### **Issues to be Decided**

- Are the Landlords entitled to a Monetary Order for loss of revenue for the month of March, 2013, the cost of cleaning the rental unit, and damages to the rental unit?

### **Background and Evidence**

The Landlord gave the following testimony:

A copy of the tenancy agreement was provided in evidence. Monthly rent was \$1150.00, due the first day of each month. The Tenant paid a security deposit in the amount of \$575.00 on June 29, 2012.

The Landlord testified that on February 1, 2013, the Tenant gave the Landlords written notice that he was ending the tenancy effective February 28, 2013. He stated that he told the Tenant that sufficient notice had not been provided; and that they would expect

him to pay rent to March 31, 2013, if the Landlords could not re-rent the rental property for March 1, 2013. The Landlords posted the rental unit on two popular web sites on February 4, 2013, for the same price as the Tenant was paying in rent. Between February 4 and February 21, 2013, 7 potential tenants notified the Landlords and the rental unit was viewed twice. On February 28, 2013, the Landlords advertised on another website and also paid to have premium advertising on one of the original web sites. On March 7, 2013, the Landlords dropped the price of rent to \$1,100.00 per month. On March 14, 2013, the Landlords re-rented the rental unit for \$1,000.00 per month.

The Landlord testified that he completed an end-of-tenancy condition inspection of the rental unit on March 1, 2013, and provided it to the Tenant for his signature. A copy of the Condition Inspection Report was provided in evidence. The Tenant signed the Report on March 8, 2013, and indicated on the form that he agreed to the Landlord retaining his security deposit.

The Landlord testified that the Tenant caused some damage to the rental unit and did not leave it reasonably clean. He stated that the carpets were new at the beginning of the tenancy and at the end of the tenancy there were burn marks in the carpet. The Landlord stated he originally believed he could repair the burn marks, but that he was not able to do so because of the type of carpet. There was minor damage to the stairwell and some scrapes on the walls of the entry. The oven and bathroom were not cleaned and the Tenant did not shampoo the carpets.

The Landlord seeks a monetary award, calculated as follows:

Loss of revenue for March, 2013	\$1,150.00
Landlord's labour to clean the rental unit (6 hours @ \$20.00)	\$120.00
Estimated cost of repairing carpet	\$100.00
Cost of shampooing carpet (invoice provided)	<u>\$155.68</u>
TOTAL claim for damages	\$1,525.68

### **Analysis**

Section 45 of the Act requires a Tenant to provide 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. In this case, I find that the Tenant did not comply with Section 45 of the Act. I also find that the Landlord made reasonable attempts to re-rent the rental unit for March 1, 2013. Therefore, I find that the Landlord has established his claim for loss of revenue for March in the amount of **\$1,150.00**.

The Tenant signed the Condition Inspection Report, acknowledging his agreement with the damages and cleaning required at the end of the tenancy. Therefore, I allow the remainder of the Landlord's application for damages in the total amount of **\$375.68**. Although the Landlord was not able to repair the burnt carpet, I find that the value of the carpet is diminished by the burns.

Pursuant to Section 72(2)(b) of the Act, the Landlord may apply the security deposit towards partial satisfaction of the Landlord's monetary claim. No interest has accrued on the security deposit.

The Landlord has been successful in its application and is entitled to recover the cost of the **\$50.00** filing fee from the Tenant.

I hereby provide the Landlord a Monetary Order, calculated as follows:

Loss of revenue	\$1,150.00
Damages and cleaning costs	\$375.68
Recovery of the filing fee	<u>\$50.00</u>
Subtotal	\$1575.68
Less security deposit	<u>- \$575.00</u>
<b>TOTAL AMOUNT DUE TO THE LANDLORD AFTER SET-OFF</b>	<b>\$1,000.68</b>

### **Conclusion**

I hereby provide the Landlord with a Monetary Order in the amount of **\$1,000.68** for service upon the Tenant. This Order may be filed in the Provincial Court of British Columbia (Small Claims) 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: May 23, 2013

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Residential Tenancy Branch

