



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MND, MNDC, MNSD, FF

Introduction

This hearing concerns the landlord's application for a monetary order as compensation for damage to the unit, site or property / compensation for damage or loss under the Act, Regulation or tenancy agreement / retention of the security deposit / and recovery of the filing fee. The landlord attended and gave affirmed testimony.

Despite service of the application for dispute resolution and notice of hearing (the "hearing package") by way of registered mail, the tenant did not appear. Evidence submitted by the landlord includes the Canada Post tracking number for the registered mail, and the Canada Post website informs that the item was "successfully delivered."

Issue(s) to be Decided

Whether the landlord is entitled to any of the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement, a copy of which is not in evidence, the tenancy began on January 1, 2007, even while the tenant moved into the unit on December 15, 2006. Monthly rent was due and payable in advance on the first day of each month. By the end of tenancy, monthly rent was \$681.96. A security deposit of \$315.00 was collected on December 15, 2006. A move-in condition inspection report was completed with the participation of both parties.

By way of e-mail dated December 29, 2012, the tenant gave notice to end tenancy effective January 31, 2013. In this same e-mail the tenant informed the landlord of her forwarding address.

It is understood that the tenant had effectively vacated the unit by January 31, 2013. The parties scheduled a walk-through of the unit on February 3, 2013, at which time the parties discussed what cleaning and repairs still required completion. Thereafter, on February 9, 2013 the parties met again and a move-out condition inspection report was completed. While the tenant signed the move-out condition inspection report, she indicated on the report that she did not agree it fairly represented the condition of the unit; however, in the space provided on the report the tenant documented no reasons in support of her position.

The landlord testified that while there were new renters available to move into the unit at the end of this tenancy, she herself considered that the unit was not sufficiently ready for new renters. In the result, it is understood that these particular renters found alternate accommodation. Subsequently, after completion of cleaning and repairs the landlord began on-line advertising for new renters towards the end of February 2013, and new renters moved into the unit at the start of April 2013.

The landlord's application for dispute resolution was filed on February 13, 2013.

Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: www.rto.gov.bc.ca

The aspects of the landlord's claim and my findings around each are set out below.

\$170.00 (\$681.96 x ¼): *approximate loss of rental income for 1 week in February 2013*

Section 7 of the Act addresses **Liability for not complying with this Act or a tenancy agreement**:

7(1) If a landlord or tenant does not comply with this Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other for damage or loss that results.

(2) A landlord or tenant who claims compensation for damage or loss that results from the other's non-compliance with this Act, the regulations or their tenancy agreement must do whatever is reasonable to minimize the damage or loss.

I find there was a delay in the landlord's undertaking to mitigate the loss of rental income for February 2013. Specifically, even while the tenant had given notice in December 2012 of her intent to vacate the unit at the end of January 2013, the initial walk-through of the unit was not completed until February 3, 2013, or three days after tenancy ended; the more formal move-out condition inspection was not completed until February 9, 2013, or nine days after the end of tenancy. Further, advertising for new renters for this particular unit began in late February 2013.

In the result, I find that the landlord did not undertake in a timely manner to mitigate the loss of rental income for February 2013. Accordingly, this aspect of the landlord's application is hereby dismissed.

\$20.00: *cleaning 4 window tracks & 2 sliding door tracks (1 hour x \$20.00 per hour)*
\$10.00: *miscellaneous cleaning: light fixtures, baseboards (½ hour x \$20.00 per hour)*
\$40.00: *repairs to walls (2 hours x \$20.00 per hour)*
\$10.00: *cleaning small deck and rails (1/2 hour x \$20.00 per hour)*
\$20.00: *cleaning large deck and rails (1 hour x \$20.00 per hour)*
\$20.00: *remove and replace broken blind in master bedroom (1 hour x \$20.00 per hour)*
\$44.79: *replacement cost of blind in master bedroom*
\$50.00: *cleaning 5 sets of blinds*
\$55.00: *carpet cleaning*
\$38.90: *miscellaneous supplies*

Sub-total: \$308.69

On the basis of the documentary evidence and the affirmed / undisputed testimony of the landlord's agent, I find that the landlord has established entitlement to the full amount(s) claimed.

\$50.00: *filing fee*

As the landlord has mainly succeeded with this application, I find that she has established entitlement to recovery of the full filing fee.

Sub-total entitlement: \$358.69 (\$308.69 + \$50.00)

I order that the landlord retain the security deposit of \$315.00, plus interest of \$9.59 [total: **\$324.59**], and I grant the landlord a **monetary order** under section 67 of the Act for the balance owed of **\$34.10** (\$358.69 - \$324.59).

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$34.10**. Should it be necessary, this order may be served on the tenant, 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: May 07, 2013

Residential Tenancy Branch