



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNR, FF

### Introduction

This matter dealt with an application by the landlord for a Monetary Order for compensation for loss of revenue, repairs and cleaning expenses to the rental unit, and to recover the filing fee for this proceeding. Only the landlord attended the hearing.

### Issues(s) to be Decided

Is the landlord entitled to compensation if so, how much?

### Background and Evidence

The landlord testified that the Application for Dispute Resolution package was sent by registered mail on April 10, 2013 to both tenants care of the address they provided to the landlord. The landlord also testified that he drove by the address less than 48 hours prior to this hearing and observed the tenants' vehicles parked there. Having regard to the Canada Post Web site I find that the tenants either refused delivery or neglected to obtain delivery of the packages. Accordingly I find that both tenants were deemed to have been served on April 15, 2013 five days after mailing them. Based upon the evidence of the landlord I find that 3 year fixed tenancy started on November 15, 2010 and ended on or about October 24, 2012 when the tenants moved out in breach of the fixed term. Rent was \$ 2,000.00 per month payable in advance on the 1<sup>st</sup> day of each month. The tenants failed to pay any security or pet deposit. The landlord testified that tenants moved with only eight days oral notice and the landlord had suffered a loss of revenue amounting to \$ 18,000.00 for October 2012 through June 2013 as he was unable to re-rent the unit and ultimately sold the house with a closing on June 30, 2013. The tenants were responsible for the water utility but failed to pay for it during the tenancy. The landlord is claiming \$ 1,640.00 for that expense. The landlord incurred \$ 476.00 in cleaning expenses for the interior and exterior of the suite including dog faeces in the yard. The tenants installed a swimming pool on top of the landlord's sprinkler system without consent. The landlord incurred \$ 1,204.00 as the cost to repair the sprinkler resulting from the swimming pool installation. The landlord is claiming \$ 588.00 for the cost of repairing a stairway handrail damaged by the tenants' dogs.

The landlord is claiming \$ 448.00 as the cost of repairing the hardwood floor damaged by the tenants. The landlord produced photos of the damage and invoices for the cost of the repairs and cleaning.

### Analysis

I find based upon the evidence of the landlord and in absence of any evidence from the tenants that the landlord has sustained a loss of revenue occasioned by the tenant's noncompliance with the Act in moving without proper notice. I further find that all of the other expenses claimed by the landlord are beyond wear and tear and are reasonably incurred. I find that the landlord has proven a claim totalling \$ 22,356.00.

### Conclusion

In summary I ordered that the respondents pay to the applicant the sum of \$ 22,356.00 in respect of this claim plus the sum of \$ 100.00 in respect of the filing fee for a total of \$ 22,456.00. I grant the landlord a Monetary Order in the amount of **\$ 22,456.00** and a copy of it must be served on the tenants. If the amount is not paid by the tenants, the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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: June 24, 2013

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Residential Tenancy Branch