



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Wall Financial Corporation
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNR, MND, MNDC, MNSD, FF

Introduction

This hearing concerns an application by the landlord for a monetary order as compensation for unpaid rent / 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's agent 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, neither tenant appeared. Evidence submitted by the landlord includes the Canada Post tracking numbers for the registered mail item which was sent to each of the two tenants.

Issue(s) to be Decided

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

Background and Evidence

Pursuant to a written tenancy agreement, the tenancy began on June 1, 2011. Monthly rent is due and payable in advance on the first day of each month; at the time when tenancy ended, monthly rent was \$975.00. A security deposit of \$487.50 was collected on May 24, 2011. A move-in condition inspection report was completed with the participation of both parties.

By letter dated March 18, 2013, the tenants gave notice to end tenancy effective March 31, 2013. The landlord's agent testified that the tenants provided their forwarding address on or about March 20, 2013. The landlord's agent also testified that the parties agreed to complete a move-out condition inspection report together at 1:00 p.m. on March 28, 2013. However, when the landlord's agent attended the unit for this purpose,

the tenants had apparently vacated the unit and were not present. The landlord's agent found a unit in need of cleaning and repairs, and she proceeded to complete the move-out condition inspection report in the tenants' absence. The landlord filed an application for dispute resolution on April 12, 2013.

In spite of on-going advertising for new renters by way of craigslist and local newspaper(s), new renters were not found until effective May 1, 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

Based on the documentary evidence which includes photographs, the affirmed / undisputed testimony of the landlord's agent, and certain provisions set out in the legislation and the Residential Tenancy Policy Guidelines, the various aspects of the landlord's application and my findings around each are set out below.

\$975.00: *loss of rental income for April 2013.*

Section 45 of the Act addresses **Tenant's notice**, in part as follows:

45(1) A tenant may end a periodic tenancy by giving the landlord notice to end the tenancy effective on a date that

(a) is not earlier than one month after the date the landlord receives the notice, and

(b) is the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement.

Section 7 of the Act speaks to **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 that the tenants did not provide notice to end tenancy in accordance with the statutory provisions set out above, and I find that the landlord undertook to mitigate the loss of rental income by advertising in a timely fashion for new renters. In the result, I find that the landlord has established entitlement to the full amount claimed.

\$2,606.10: total costs arising from carpet and tile replacement.

Residential Tenancy Policy Guideline # 40 speaks to the "Useful Life of Building Elements." Bearing in mind the effects of reasonable wear and tear on both the carpet and the tile, and in the absence of conclusive information about the respective date(s) of installation or age of either, I find that the landlord has established entitlement limited to **\$1,303.05**, or half the amount claimed.

***\$275.00:** seal floor.*

I find that this cost arose from the landlord's need to seal certain limited portions of the floor beneath the carpet where pet urine had accumulated during the tenancy. Accordingly, I also find that the landlord has established entitlement to the full amount claimed.

***\$120.00:** general unit cleaning.*

***\$45.00:** cleaning of drapes / blinds.*

***\$75.00:** garbage removal.*

Section 37 of the Act speaks to **Leaving the unit at the end of a tenancy**, and provides in part as follows:

37(2) When a tenant vacates a rental unit, the tenant must

(a) leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear,

I find that the landlord has established entitlement to the full amounts claimed.

\$50.00: *filing fee.*

As the landlord has achieved a significant measure of success with this application, I find that the landlord has established entitlement to recovery of the full filing fee.

Total entitlement: **\$2,843.05**

I order that the landlord retain the security deposit of **\$487.50**, and I grant the landlord a **monetary order** under section 67 of the Act for the balance owed of **\$2,355.55** (\$2,843.05 - \$487.50).

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$2,355.55**. Should it be necessary, this order may be served on the tenants, 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: July 09, 2013

Residential Tenancy Branch