



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Quantum Realty Inc.  
and [tenant name suppressed to protect privacy]

## **DECISION**

### Dispute Codes:

OPR, MNR, MND, FF

### Introduction:

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for an Order of Possession for Unpaid Rent, a monetary Order for unpaid rent, a monetary Order for damage to the rental unit; and to recover the fee for filing an Application for Dispute Resolution. At the outset of the hearing the Agent for the Landlord withdrew the application for an Order of Possession, as the rental unit has been vacated.

The Agent for the Landlord stated that copies of the Application for Dispute Resolution and Notice of Hearing were sent to the Tenant at the service address listed on the Application for Dispute Resolution, via registered mail, on September 25, 2013. The Landlord submitted Canada Post documentation that corroborates this statement. The Agent for the Landlord stated that the Tenant provided the service address, via text message, at the end of the tenancy. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*, however the Tenant did not appear at the hearing.

### Issue(s) to be Decided:

Is the Landlord entitled to an Order of Possession and to a monetary Order for unpaid rent and/or damage to the rental unit?

### Background and Evidence:

The Agent for the Landlord stated that the Tenant entered into a written tenancy agreement that required the Tenant to pay monthly rent of \$820.00 by the first day of each month. She stated that the parties had a fixed term tenancy agreement, the fixed term of which ran from June 01, 2013 to August 31, 2013, at which time the agreement reverted to a month-to-month agreement.

The Agent for the Landlord stated that on September 08, 2013 she received a text message from the Tenant, in which he informed her that he had vacated the rental unit.

She stated that the Tenant did not give notice of his intent to vacate the unit and that rent has not been paid for September.

The Agent for the Landlord stated that the rental unit was advertised on two popular websites as soon as she learned the rental unit was vacant and that the unit was re-rented for November 01, 2013. The Landlord is seeking compensation for lost revenue from the month of September.

The Agent for the Landlord stated that the rental unit needed cleaning at the end of the tenancy; that the Landlord paid \$320.00 to a cleaning company to have the unit cleaned; and that the Landlord paid approximately \$20.00 for supplies used to clean the unit. The Landlord did not submit a copy of the receipt from the cleaning company. The Landlord did submit Walmart receipts, which are largely illegible. The Agent for the Landlord stated that these receipts show that approximately \$20.00 was paid to purchase cleaning supplies.

### Analysis

Based on the undisputed evidence, I find that the Tenant entered into a tenancy agreement with the Landlord that required the Tenant to pay monthly rent of \$820.00 by September 01, 2013.

I find that the Tenant did not comply with section 45 of the *Residential Tenancy Act* (*Act*) when the Tenant vacated the rental unit prior to September 08, 2013 and did not provide proper written notice of the intent to vacate. I find that the lack of notice prevented the Landlord from finding new tenants for September 01, 2013, as the Landlord did not have a reasonable opportunity to advertise the unit. I find that the Landlord is therefore entitled to compensation for loss of revenue for September, in the amount of \$820.00.

When making a claim for damages under a tenancy agreement or the *Act*, the party making the claim has the burden of proving their claim. Proving a claim in damages includes establishing that a damage or loss occurred; that the damage or loss was the result of a breach of the tenancy agreement or *Act*; establishing the amount of the loss or damage; and establishing that the party claiming damages took reasonable steps to mitigate their loss.

On the basis of the testimony of the Agent for the Landlord and in the absence of evidence to the contrary, I find that the rental unit required cleaning at the end of the tenancy. In addition to establishing that a rental unit needs cleaning, a landlord must also accurately establish the cost of cleaning a rental unit at the end of a tenancy. In these circumstances, I find that the Landlord failed to establish the true cost of cleaning the rental unit. In reaching this conclusion, I was strongly influenced by the absence of any independent documentary evidence, such as a receipt from the cleaning company, which corroborates the claim that the Landlord paid \$350.00 to clean the unit. I was also influenced by the absence of any legible documentary evidence that corroborates

the claim that \$20.00 for paid to purchase cleaning supplies. I therefore dismiss the Landlord's claim for compensation for cleaning.

I find that the Landlord's application has merit and that the Landlord is entitled to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

### Conclusion

The Landlord has established a monetary claim, in the amount of \$870.00, which is comprised of \$820.00.00 in unpaid rent and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution. Based on these determinations I grant the Landlord a monetary Order for the amount of \$870.00. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia 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: October 31, 2013

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Residential Tenancy Branch

