



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 dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for a monetary order for the loss of income she suffered when the tenant moved out and left the rental unit in a condition that it could not be rented, for the cost of repairs and cleaning and for the recovery of the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of her claim.

The landlord testified that the tenant did not provide a forwarding address. However he gave the landlord his business card on February 01, 2013, at the time he served his notice to end the tenancy. The landlord testified that she visited the tenant at his place of work and served him a copy of her application and the notice of hearing in person on August 30, 2013. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

Issues to be decided

Is the landlord entitled to a monetary order for loss of income, cost of repairs and cleaning and the filing fee? Is the landlord entitled to retain the security deposit?

Background and Evidence

The tenancy started on September 10, 2011. The landlord did not file a copy of the rental agreement. She testified that the monthly rent was \$1,400.00 and that the tenant had paid a security deposit of \$600.00.

The landlord stated that the tenant gave notice on February 01, 2013 and moved out on February 23, 2013. The tenant paid rent for February. The landlord stated that she did not start advertising for a new tenant until after the tenant had moved out and the cleaning was done. A new tenant was found for April 01, 2013. The landlord is claiming loss of income for the month of March 2013.

The landlord stated that the tenant left the unit in a dirty condition and filed photographs to support her testimony. She also stated that the tenant installed a water cooler which caused damage to the hard wood floors.

The landlord has hired a property management company to manage the rental unit. The tenant failed to notify the strata office of his move out date and also failed to pay the move out fee. The strata office sent a letter to the landlord requesting her to pay \$150.00 for the move out fee and \$100.00 as a penalty. The tenant failed to return the parking pass and the landlord was charged \$75.00 to replace it.

The landlord is claiming the following:

1.	Loss of income	\$1,400.00
2.	Replace visitor pass	\$75.00
3.	Strata penalty and move out fee	\$250.00
4.	Carpet cleaning	\$156.00
5.	Removal and disposal of items left behind	\$300.00
6.	General cleaning	\$398.00
7.	Replace hardwood floors	\$5,647.99
8.	Management fee	\$540.00
9.	Filing fee	\$100.00
	Total	\$8,866.99

The landlord has filed photographs and invoices to support her claim

Analysis

1. Loss of income - \$1,400.00

Section 45 of the *Residential Tenancy Act*, states that a tenant may end a periodic tenancy by giving the landlord 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.

Based on the testimony of the landlord, I find that the landlord was notified about the tenant's intention to end the tenancy on February 01, 2013. The tenant moved out on February 23, 2013. The landlord was unable to testify about her efforts to find a new tenant. She was not sure of the dates that she advertised the availability of the rental unit, but stated that it was sometime in early March 2013.

Section 7 of the *Residential Tenancy Act* states that a landlord who claims compensation for loss that results from the tenant's non-compliance with the *Act*, the regulations or their tenancy agreement must do whatever is reasonable to minimize the loss.

In this case, I find that by giving the landlord notice on February 01, the tenant did not give adequate notice to end the tenancy. However, I also find that the landlord did not start looking for a tenant as soon as she found out that the tenancy was ending. Therefore pursuant to section 7, I find that the landlord is not entitled to her claim for loss of income.

2. Replace visitor pass -\$75.00
3. Strata penalty and move out fee - \$250.00
4. Carpet cleaning - \$156.00
5. Removal and disposal of items left behind - \$300.00
6. General cleaning - \$398.00

Based on the sworn undisputed testimony of the landlord and the documentary evidence filed by the landlord, I find that the landlord is entitled to the items 2 to 6, as listed above

7. Replace hardwood floors - \$5,647.99

The landlord filed photographs that show that there is minimal damage to the hard wood floors. The landlord did not provide testimony of efforts made to repair damage by buffing out the single scratch or replacing the area under the water cooler. She stated that the exact match could not be found and therefore she replaced the entire suite with new hardwood floors. The flooring is approximately nine years old. I find that the landlord did not make adequate efforts to mitigate her losses and therefore I dismiss the landlord's claim to replace the flooring.

Residential Tenancy Policy Guideline #16 states that an arbitrator may award "nominal damages" which are a minimal award. These damages may be awarded where there has been no significant loss, but they are an affirmation that there has been an infraction of a legal right. Accordingly, even though I find that the landlord is not entitled her entire claim to replace flooring, in acknowledgement of the minimal damage caused by the water cooler of the tenant, I award the landlord \$500.00 towards her claim.

8. Management fee - \$540.00

The management fee is the cost of doing business and therefore the landlord must bear this cost.

9. Filing fee - \$100.00

Since the landlord has proven her case, I award her the recovery of the filing fee.

The landlord has established the following claim:

1.	Loss of income	\$0.00
2.	Replace visitor pass	\$75.00
3.	Strata penalty and move out fee	\$250.00
4.	Carpet cleaning	\$156.00
5.	Removal and disposal of items left behind	\$300.00
6.	General cleaning	\$398.00
7.	Replace hardwood floors	\$500.00
8.	Management fee	\$0.00
9.	Filing fee	\$100.00
	Total	\$1,779.00

Overall the landlord has established a claim of \$1,779.00. I order that the landlord retain the security deposit of \$600.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$1,179.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order for the amount of **\$1,179.00**.

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

Residential Tenancy Branch

