



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNDC, MNSD, FF

Introduction

This is an application filed by the Landlord for a monetary claim for damage to the unit, site or property, for unpaid rent, for money owed or compensation for damage or loss, to keep all or part of the security deposit and recovery of the filing fee.

Both parties attended the hearing by conference call and gave undisputed testimony. As both parties have attended and have confirmed receipt of the notice of hearing package and the submitted documentary evidence, I am satisfied that both parties have been properly served.

At the end of the hearing, the Tenant advised that she has a new residential address. The file shall be updated to include the Tenant's new address.

Issue(s) to be Decided

Is the Landlord entitled to a monetary order?

Is the Landlord entitled to retain the security deposit?

Background and Evidence

This Tenancy began on January 1, 2013 on a fixed term tenancy until December 31, 2013 as shown by the submitted copy of the signed tenancy agreement. The Tenant states that she moved out of the rental unit on August 1, 2013. The Landlord states that he was not informed and did not realize the Tenants had vacated until August 15, 2013. The monthly rent was \$1,850.00 payable on the 1st of each month and a security deposit of \$925.00 was paid.

The Landlord states that he is seeking a monetary claim for \$9,464.45. This is amended as the Landlord now has updated the circumstances and the invoices and

receipts. This claims consists of \$7,400.00 for the loss of rental income for 4 months (September to December @ \$1,850.00 per month), \$925.00 for unpaid rent for August 2013, \$262.50 for the cost of removing garbage and removing the Tenant's personal property that was abandoned, \$141.75 for carpet cleaning, \$67.20 for the repair of a screen door and \$668.00 for the replacement of damaged patio blinds. The Landlord has submitted photographs of the garbage left, the damage caused and invoices/receipt and a quotation for the compensation sought. The Tenant admits that she breached the fixed term tenancy by vacating the rental unit after not paying the August rent and that there was damaged caused. The Tenant disputes the Landlord's claims of unpaid rent for August and that it was paid in cash. The Landlord disputes this. The Landlord also states that it took approximately 2 to 3 weeks to clean and repair the unit to make it rentable again, but in late September chose not to re-rent the unit and has occupied it himself instead.

Analysis

I find on a balance of probabilities that I prefer the Landlord's evidence over that of the Tenant. Rent for August was not paid and based upon the Tenant's own direct testimony that the fixed term tenancy was breached. However, the Landlord has admitted to not making any efforts to re-rent the unit for October, November and December because of the circumstances of this tenancy and has chosen to occupy the unit himself. It is the duty of the Landlord to try and mitigate any possible losses and in this case that is to re-rent the unit. The Landlord cannot be expected to recover the loss of rental income if the unit was not available for rent. The Landlord has established a monetary claim for \$925.00 in unpaid rent for August, the loss of rental income for September of \$1,850.00, \$262.50 of costs for the removal of garbage, \$141.75 for carpet cleaning, \$67.20 for the repair of a screen door. Although the Landlord did not submit any costs incurred for the replacement of the patio blinds, I find based upon the Tenant's own direct testimony that damage was caused during the tenancy and that the Tenant failed to notify the Landlord of that damage. The Landlord has established a claim of \$334.00 for a nominal award instead of the estimate submitted. This is equal to recovery of ½ of the useful lifespan of blinds that last 10 years. The Landlord has established a total monetary claim for \$3,580.45. The Landlord is also entitled to recovery of the \$100.00 filing fee. I order that the Landlord retain the \$925.00 security deposit in partial satisfaction of the claim and I grant a monetary order under section 67 for the balance due of \$2,755.45. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The Landlord is granted a monetary order for \$2,755.45.
The Landlord may retain the security deposit.

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: November 26, 2013

Residential Tenancy Branch

