



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ARGUS PROPERTIES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: OPR, OPC, OPB, MND, MNR, MNSD, MNDC, FF

Introduction

This Dispute Resolution hearing was set to deal with an Application by the landlord for a monetary order for rent owed, cost of changing the locks at the tenant's request during the tenancy, cleaning and repairs to replace a broken window.

The landlord was present. Despite the tenant being served by registered mail sent on September 13, 2013, as confirmed by Canada Post tracking numbers, the tenant did not appear.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation under section 67 of the *Act* for cleaning and damages, including loss of revenue?

Background

The landlord testified that this tenancy began as a 6-month fixed term on June 1, 2013 with an expiry date of November 30, 2013. Rent was \$650.00. A \$325.00 security deposit was paid. The tenancy was ended by the tenant on August 31, 2013.

A copy of the tenancy agreement, copies of the move-in and move-out condition inspection reports, copies of communications, invoices and proof of service were submitted into evidence.

The landlord testified that, although they marketed the unit immediately after the tenant gave her written notice to move on July 25, 2013, no tenant was found until November 1, 2013 and the landlord suffered a loss of revenue for the months of September and October 2013 totaling \$1,300.00.

The landlord testified that a communication was sent to the tenant about payment of September rent in lieu of the liquidated damages charge. However, according to the landlord, the tenant did not respond.

The landlord testified that a move out condition inspection was conducted in the absence of the tenant and the unit was found not to be fully cleaned. The landlord is claiming cleaning costs of \$50.00 and cleaning of the blinds for \$94.50. The landlord is claiming cleaning costs of \$144.50.

Analysis:

Test For Damage and Loss Claims

1. Proof that the damage or loss exists,
2. Proof that this damage or loss happened solely because of the actions or neglect of the Respondent in violation of the Act or agreement,
3. Verification of the actual amount required to compensate for the claimed loss or to rectify the damage, and
4. Proof that the claimant followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage.

In this instance, the burden of proof is on the landlord, to prove the existence of the damage/loss and that it stemmed directly from a violation of the agreement or a contravention of the Act on the part of the respondent.

In regard to the cleaning, I find that under section 37(2) of the Act, when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear.

I find that the landlord's undisputed claim for \$144.50 for cleaning has successfully met each of the four elements of the test for damages and the landlord is entitled to this amount..

In regard to the landlord's claim for loss of rent for the two months following the tenant's departure, I find that the tenant violated the fixed term agreement and that, despite marketing the unit immediately, the landlord suffered a loss of \$1,300.00, while the unit remained vacant for the months of September and October 2013. I find that the landlord is therefore entitled to be compensated for the loss of \$1,300.00.

I find that the landlord is entitled to total compensation of \$1,494.50, comprised of \$144.50 for cleaning, \$1,300.00 for loss of rent and the \$50.00 cost of the application.

I hereby the landlord to retain the tenant's \$325.00 security deposit and issue a monetary order for the remainder of \$1,174.50.

This order must be served on the tenant in accordance with the Act and if necessary can be enforced through Small Claims Court.

Conclusion

The landlord is partly successful in the application and is granted a monetary order for loss of revenue and cleaning.

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: December 16, 2013

Residential Tenancy Branch

