



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNDC, MNR, MND, MNSD, FF

Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for money owed or compensation for damage or loss; for a monetary Order for unpaid rent; for a monetary Order for damage; to keep all or part of the security deposit; and to recover the fee for filing this Application for Dispute Resolution.

The male Landlord stated that on October 23, 2013 the Application for Dispute Resolution, the Notice of Hearing, and documents the Landlord wishes to rely upon as evidence were sent to each Tenant, via registered mail, at the service address noted on the Application. The Landlord submitted Canada Post documentation that corroborates this statement.

The male Landlord stated that the Tenant did not provide a forwarding address at the end of the tenancy. He stated that when they were cleaning the rental unit after they determined it had been vacated they found a newspaper with several rental ads circled. He stated that they phoned those numbers and spoke with a female who confirmed that the Tenants were living in her rental unit, at which time she provided the Landlord with the mailing address for the unit.

In the absence of evidence to the contrary, I accept that the Tenants are living at the service address provided and I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*; however neither Tenant appeared at the hearing.

Issue(s) to be Decided

Isa the Landlord entitled to compensation for unpaid rent/loss of revenue; to compensation for damage to the rental unit; and to retain all or part of the security deposit?

Background and Evidence

The Landlord submitted a copy of a tenancy agreement that shows this tenancy began on December 01, 2012 and that the Tenant agreed to pay rent of \$875.00 by the first day of each month. The male Landlord stated that the Tenant paid a security deposit of \$437.50 and a pet damage deposit of \$437.50.

The male Landlord stated that when he went to the rental unit on October 01, 2012 he found the door slightly ajar and that when he looked inside he concluded that the rental unit had been vacated. He stated that the Tenant did not provide verbal or written notice of their intent to vacate.

The Landlord is seeking compensation for lost revenue for the month of October. The male Landlord stated that due to the lack of notice to end the tenancy, the Landlord was unable to find a new tenant for October 01, 2013. He stated that the rental unit was advertised on a popular website in October and that a new tenant was located for November 01, 2013.

The Landlord is claiming compensation, in the amount of \$200.00, for cleaning the rental unit. The female Landlord stated that the Landlords spent approximately 20 hours cleaning the rental unit.

The male Landlord stated that at least three Notices of Final Opportunity to Schedule a Condition Inspection were posted at the rental unit after the Landlord determined it had been vacated, but it did not appear that the Notices were received by the Tenant. He stated that the Landlord eventually completed a condition inspection report on October 08, 2013, in the absence of the Tenant. A copy of this report was submitted in evidence.

The condition inspection report that was completed on October 08, 2013 indicates that significant cleaning was required in the rental unit. Both Landlords stated that the rental unit required a significant amount of cleaning.

The Landlord is claiming compensation, in the amount of \$96.30, for replacing two space heaters. The male Landlord stated that two space heaters were provided with the tenancy and that they were not left in the rental unit at the end of the tenancy. The Landlord submitted documentation from a large home repair store that indicates the heaters can be replaced for \$42.99 each, plus tax.

Analysis

On the basis of the undisputed evidence, I find that the Tenant failed to comply with section 45 of the *Act* when the Tenant failed to provide the Landlord with written notice of the Tenant's intent to end the tenancy. As the Landlord was not even aware the rental unit had been vacated until October 01, 2013, I find that the absence of notice made it difficult, if not impossible, for the Landlord to enter into a tenancy agreement with a new tenant for the month of October. I therefore find that the Tenant must pay

\$875.00 to the Landlord to compensate for the lost revenue the Landlord experienced during that month.

On the basis of the undisputed evidence, specifically the testimony of the Landlords and the condition inspection report, I find that the Tenant failed to comply with section 37(2) of the *Act* when the Tenant failed to leave the rental unit in reasonably clean condition at the end of the tenancy. I therefore find that the Landlord is entitled to compensation for the time the Landlords spent cleaning the rental unit. As the Landlord has only claimed \$200.00 for their time and they spent approximately 20 hours cleaning the unit, I find that they are entitled to their claim of \$200.00.

On the basis of the undisputed testimony of the male Landlord, I find that the Tenant failed to comply with section 37(2) of the *Act* when the Tenant failed to leave two space heaters in the rental unit at the end of the tenancy, which had been provided with the tenancy. I therefore find that the Landlord is entitled to compensation for replacing the heaters. As the evidence shows it will cost more than \$96.30 to replace the heaters, I find that the Landlord is entitled to the full amount of the claim, which is \$96.30.

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.

Conclusion

I find that the Landlord has established a monetary claim, in the amount of \$1,221.30, which is comprised of \$875.00 in lost revenue, \$296.30 in damage, and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution. Pursuant to section 72(2) of the *Act*, I authorize the Landlord to retain the security deposit and pet damage deposit of \$875.00, in partial satisfaction of this monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the amount \$346.30. 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: January 30, 2014

Residential Tenancy Branch