



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MND, MNR, MNSD, MNDC, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for unpaid rent - Section 67;
2. A Monetary Order for damage to the unit – Section 67;
3. A Monetary Order for compensation – Section 67;
4. An Order to retain the security deposit - Section 38; and
5. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Tenant did not attend the Hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions. At the onset of the Hearing the Landlord withdrew its claim for an order of possession as the Tenant has moved out of the unit.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy started on August 15, 2013 on a fixed term to end August 15, 2014. Rent of \$750.00 was payable monthly on the 15th day of each month. The Parties mutually conducted a move in inspection and report. On January 18, 2014 the Landlord served

the Tenant with a 10 day notice to end tenancy for unpaid rent and the Tenant moved out of the unit on or about January 22, 2014. The Landlord provided the Tenant with two opportunities to conduct a move-out inspection and although a date and time was agreed upon the Tenant failed to attend the inspection. The Landlord did a walkthrough but cannot recall if a condition report was done and a copy of this was not provided as evidence.

The Landlord states that the Tenant failed to pay rent for the period January 15 to February 14, 2014 and the Landlord claims \$750.00.

The Landlord states that the unit was advertised for February 1, 2014 occupancy at the same rental rate and the unit was filled for March 1, 2014. The Landlord states that the Tenant left the unit unclean and with damages but that the cleaning and repairs were completed by the end of January 2014. The Landlord claims lost rental income of \$375.00.

The Landlord states that the Tenant left the unit unclean and damaged and claims as follows:

- \$140.00 for the cost of cleaning the unit;
- \$100.00 for the cost of removing garbage to the dump that had been left behind by the Tenant;
- \$75.00 for the cost of repairing a hole in a wall left by the Tenant;
- \$100.00 for the cost of cleaning the carpet that the Tenant left stained with cat feces and oil.

The Landlord states that the Tenant failed to return the keys for the community mail box and claims \$29.00.

The Landlord claims \$20.00 for the cost of the registered mail service.

Analysis

Section 26 of the Act provides that a tenant must pay the rent when and as provided under the tenancy agreement. Based on the undisputed evidence that rent for January 15 to February 14, 2014 was not paid I find that the Landlord has substantiated an entitlement to **\$750.00**.

Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. In a claim for damage or loss under the Act, regulation or tenancy agreement, the party claiming costs for the damage or loss must prove, inter alia, that the damage or loss claimed was caused by the actions or neglect of the responding party, that reasonable steps were taken by the claiming party to minimize or mitigate the costs claimed, and that costs for the damage or loss have been incurred or established. As the Landlord provided no evidence as to how the Tenant caused the lost rental income, and considering that the Landlord ended the tenancy and the unit was ready for occupancy for February 1, 2014, I find that the Landlord has failed to establish that the Tenant caused the lost rental income and I dismiss this claim.

Based on the Landlord's undisputed evidence that the Tenant left the unit unclean and damaged and considering the invoices and photos, I find that the Landlord has substantiated the costs incurred to clean and repair the unit in the amount of **\$415.00**. Based on the undisputed evidence that the Tenant failed to return the postal key and considering the invoice I find that the Landlord has substantiated the cost claimed of **\$29.00**. As the Act does not provide for compensation for expenses associated with the service of documents, I dismiss the claim for the cost of the registered mail. AS the Landlord has been primarily successful with its application I find that the Landlord is also entitled to recovery of the \$50.00 filing fee for a total entitlement of **\$1,244.00**. Deducting the security deposit of \$375.00 plus zero interest leaves **\$869.00** owed by the Tenant to the Landlord.

Conclusion

I Order the Landlord to retain the security deposit and interest of \$375.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for **\$869.00**. If necessary, this order may be filed in the 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: May 13, 2014

Residential Tenancy Branch

