



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNR, MNDC, MNDC, MND

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for a monetary order for unpaid rent, loss of income, unpaid utilities, cost to rekey a truck, cleaning and repairs. The landlord also applied to retain the security deposit in partial satisfaction of her claim. Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

Issues to be decided

Is the landlord entitled to a monetary order?

Background and Evidence

The tenancy started on August 15, 2013 for a fixed term ending August 31, 2014. The monthly rent was \$1,290.00 due on the first of each month. On February 16, 2014, the tenant gave notice to end the tenancy effective February 28, 2014. The tenant moved out on February 28 and the landlord moved into the rental unit in March 2014.

The landlord is claiming the following:

1.	Unpaid rent for February 2014	\$490.00
2.	Loss of income for the remainder of the term	\$7,740.00
3.	Utilities	\$430.00
4.	Rekey truck	\$300.00
5.	Cleaning and repairs	\$1,000.00
	Total	\$9,960.00

Analysis

1. Unpaid rent for February 2014 - \$490.00

The tenant agreed that he owed this amount.

2. Loss of income for the remainder of the term - \$7,740.00

Section 45 of the *Residential Tenancy Act*, states that a tenant may end a fixed term 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, is not earlier than the date specified in the tenancy agreement as the end of the tenancy, and is the day before the day in the month that rent is payable under the tenancy agreement.

Based on the sworn testimony of the both parties, I find that, on February 16, 2014, the tenant gave notice to end the tenancy effective February 28, 2014 which is prior to the end date of the fixed term. By ending the tenancy prior to the end date of the fixed term, the tenant breached the tenancy agreement. The landlord is claiming a loss of income that resulted from this breach.

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* or their tenancy agreement must do whatever is reasonable to minimize the loss.

In all cases, the landlord's claim is subject to the statutory duty to mitigate the loss by re-renting the premises at a reasonably economic rent. In this case, in order to minimize the loss, the landlord had to make efforts to re-rent the unit. However, the landlord testified that soon after the tenant moved out, she moved into the rental unit. Therefore I find that the rental unit was unavailable for rent during the month of March and for the remainder of the fixed term and accordingly the landlord did not suffer a loss of income. The landlord's claim for loss of income in the amount of \$7,740.00 is dismissed.

3. Utilities \$430.00

The tenant agreed to pay utilities in this amount.

4. Rekey truck \$300.00

The landlord testified that the tenant was interested in purchasing her truck and she gave him the keys to the truck. The landlord stated that the sale did not go through and the tenant did not return the keys. This arrangement was not part of the rental agreement and the landlord has not yet incurred the expense she is claiming. Therefore I dismiss the landlord's claim in the amount of \$300.00

5. Cleaning and repairs - \$1,000.00

The landlord has provided a list that includes broken floor and counter tiles, broken doors, holes in walls, garbage in house and yard and house left dirty.

The landlord is claiming \$1,000.00 for her list of items. The items were discussed and the landlord agreed to withdraw her claim for garbage removal and replacement of broken tiles.

The tenant agreed to having left the house 90% cleaned and therefore I find it appropriate to award the landlord \$100.00 for cleaning.

The tenant also agreed to having caused a hole in the wall while the landlord indicated that he had made two holes in the wall. The landlord's photographs were faxed and detail could not be seen. The landlord also did not file any proof of costs she incurred. Based on the above, I award the landlord \$50.00 to fix the hole(s) in the wall.

The tenant agreed that he had removed a door knob because the door was locking itself and he did not have keys to the door. The tenant further agreed that he did not replace the knob. The landlord stated that she incurred an expense of \$30.00 to fix the door knob. Even though the landlord did not file proof of cost incurred, I find that her claim is reasonable and I award her \$30.00.

The landlord has established a claim of \$100.00 for cleaning, \$50.00 for wall repair and \$30.00 to replace the door knob for a total of \$180.00.

Overall the landlord has established a claim of \$490.00 for unpaid rent, \$430.00 for unpaid utilities and \$180.00 for cleaning and repairs for a total of \$1,100.00. I order that the landlord retain the security deposit 645.00 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 \$455.00. 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 **\$455.00**.

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: June 11, 2014

Residential Tenancy Branch

