



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Upper College Heights
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNDC, MNR, MNSD, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by two agents for the landlord.

The landlord testified each tenant was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by registered mail on February 20, 2014 in accordance with Section 89. As per Section 90, the documents are deemed received by the tenant on the 5th day after it was mailed.

The landlord testified that only one of the tenants (TG) had provided a forwarding address at the end of the tenancy and that is the address that the landlord used to serve both tenants with notice of this hearing. The landlord testified that he was uncertain if the second tenant (CA) lived at that address. During the hearing the landlord amended his Application to claim against only the tenant TG.

Based on the testimony of the landlord, I find that the tenant has been sufficiently served with the documents pursuant to the *Act*.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent; for repairs; for cleaning; for carpet cleaning; for all or part of the security deposit and to recover the filing fee from the tenants for the cost of the Application for Dispute Resolution, pursuant to Sections 37, 38, 67, and 72 of the *Act*.

Background and Evidence

The landlord provided a copy of a tenancy agreement signed by the parties on March 15, 2013 for a 1 year fixed term tenancy beginning on April 1, 2013 for a monthly rent of \$990.00 due on the 1st of each month with a security deposit of \$495.00 paid.

The landlord has also submitted a copy of a Condition Inspection Report recording the condition of the rental unit on May 1, 2012 (11 months prior to the start of the tenancy) and at the end of the tenancy on January 31, 2014.

The landlord explained that the rental unit had been rented by tenant TG with a different roommate than CA effective May 1, 2012 but that the former roommate moved out of the unit and CA moved in to the unit on April 1, 2013.

The landlord submits that the tenants vacated the rental in according with a Notice to End Tenancy for Cause issued by the landlord on December 27, 2014 with an effective date of January 31, 2014. The landlord submits that despite advertising the rental unit on Kijiji and Craigslist they were unable to rent the unit until March 1, 2014. The landlord seeks compensation for lost revenue as a result of a breach of the tenancy agreement on the part of the tenants.

The landlord also seeks compensation for cleaning in the amount of \$275.00 and carpet cleaning in the amount of \$73.50 based on the condition inspection report and has provided invoices and receipts for the work completed.

The landlord also seeks compensation for repairs required to the unit in the amount of \$965.00 based on the condition inspection report and has provided an invoice for the work completed.

Analysis

To be successful in a claim for compensation for damage or loss the applicant has the burden to provide sufficient evidence to establish the following four points:

1. That a damage or loss exists;
2. That the damage or loss results from a violation of the *Act*, regulation or tenancy agreement;
3. The value of the damage or loss; **and**
4. Steps taken, if any, to mitigate the damage or loss.

As the tenancy ended as a result of the undisputed 1 Month Notice to End Tenancy for Cause I find that the tenants remain liable for the payment of rent until the end of the fixed term of the tenancy subject only to the landlord's obligations to mitigate the damage or loss.

Based on the landlord's undisputed testimony I find the landlord took reasonable steps to re-rent the rental unit but still failed to rent the unit until March 1, 2014. As such, I find the landlord is entitled to compensation for lost revenue from the tenant.

Section 37 of the *Act* requires a tenant who is vacating a rental unit to leave the unit reasonably clean, and undamaged except for reasonable wear and tear, and give the

landlord all keys or other means of access that are in the possession and control of the tenant and that allow access to and within the residential property.

Based on the landlord's undisputed evidence and testimony I find the landlord is entitled to compensation for carpet cleaning; cleaning and repairs as claimed.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$2,353.50** comprised of \$990.00 rent owed; \$73.50 carpet cleaning; \$275.00 general cleaning; \$965.00 repairs; and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$495.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$1,858.50**.

This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: June 9, 2014

Residential Tenancy Branch

