



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Unique Accommodations
and [tenant name suppressed to protect privacy]

DECISION

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

Introduction

This hearing concerns the landlord's application for a monetary order as compensation for unpaid rent / compensation for damage to the unit, site or property / compensation for damage or loss under the Act, Regulation or tenancy agreement / retention of the security deposit / and recovery of the filing fee. The landlord's agent attended and gave affirmed testimony.

The landlord's agent testified that the application for dispute resolution and notice of hearing (the "hearing package") were served on March 18, 2014, in accordance with the decision issued by date of March 14, 2014. The decision of March 14, 2014 was issued pursuant to the landlord's application for "substituted service." Despite this, the tenant did not appear.

Issue(s) to be Decided

Whether the landlord is entitled to the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement, the original fixed term of tenancy was from September 05, 2012 to April 30, 2013. Thereafter, by way of written "tenancy extension agreement" the parties agreed to extend the fixed term to August 31, 2013. Monthly rent of \$2,100.00 was due and payable in advance on the first day of each month, and a security deposit of \$1,050.00 was collected. A move-in condition inspection report was completed with the participation of both parties.

The tenant paid no rent for the month of June 2013. Subsequently, by email dated June 22, 2013 the tenant informed the landlord's agent that she would be moved out of the unit by the end of June 2013. Later, by email dated June 26, 2013 she informed the

landlord's agent that she had "moved a few days ago." The tenant did not provide a forwarding address and did not participate in the move-out condition inspection. The move-out condition inspection report was completed by the landlord's agent on July 07, 2013. The unit was found to be in need of cleaning and repairs. Despite advertising, new renters were not found until effective September 01, 2013.

Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, forms and more can be accessed via the website: www.rto.gov.bc.ca

In the circumstances of this dispute, the attention of the parties is drawn to the following particular sections of the Act:

Section 26: **Rules about payment and non-payment of rent**

Section 37: **Leaving the rental unit at the end of a tenancy**

Section 45: **Tenant's notice**

Based on the affirmed / undisputed testimony of the landlord's agent and documentary evidence which includes, but is not limited to, photographs and receipts, the various aspects of the landlord's claim and my finding are set out below. In summary, I find that the tenant paid no rent for the month of June 2013, that she did not give notice to end the fixed term tenancy in compliance with the Act, that the landlord undertook to mitigate the loss of rental income by advertising for new renters in a timely fashion, and that the unit was not left "reasonably clean, and undamaged except for reasonable wear and tear..." after the tenant vacated.

\$6,300.00: *unpaid rent (June 2013) / loss of rental income (July & August 2013)*

\$205.35: *blind cleaning*

\$115.50: *carpet cleaning*

\$210.00: *unit cleaning*

\$350.00: *carpet replacement*

\$1,200.00: *miscellaneous repairs to damage*

I find that the landlord has established entitlement to the full amount claimed above of **\$8,380.85**.

\$100.00: *filing fee*

As the landlord has succeeded with this application, I find that the landlord has established entitlement to recovery of the full filing fee.

Total entitlement: \$8,480.85

I order that the landlord retain the security deposit of **\$1,050.00**, and I hereby issue a **monetary order** in favour of the landlord for the balance owed of **\$7,430.85** (\$8,480.85 - \$1,050.00).

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$7,430.85**. This order may be served on the tenant, 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: July 07, 2014

Residential Tenancy Branch

