



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BAYSIDE PROPERTY SERVICES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MND, MNDC, FF

Introduction

This matter dealt with an application by the Landlord for a Monetary Order for unpaid rent, for compensation for damage to the unit, site or property, for compensation for loss or damage under the Act, regulations or tenancy agreement and to recover the filing fee for this proceeding.

The Landlord said she served the Tenant with the Application and Notice of Hearing (the “hearing package”) by registered mail on June 26, 2014. Based on the evidence of the Landlord, I find that the Tenant was served with the Landlord’s hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenant’s absence.

Issues(s) to be Decided

1. Are there rent arrears and if so, how much?
2. Is the Landlord entitled to compensation for unpaid rent and if so how much?
3. Are there damages to the unit and if so how much?
4. Is the Landlord entitled to compensation for the damage and if so how much?
5. Are there other losses or damages and is the Landlord entitled to compensation?

Background and Evidence

This tenancy started on July 1, 2013 as a fixed term tenancy with an expiry date of June 30, 2014. Rent was \$995.00 at the start of the tenancy and then the Landlord issued a notice of rent increase dated March 17, 2014 increasing the rent to \$1,015.00 as of July 1, 2014. The Tenant paid a security deposit of \$497.50 in advance of the tenancy and the Tenant signed the security deposit over to the Landlord at the end of the tenancy for unpaid rent. The Landlord said the Tenant moved out of the rental unit on July 22, 2014.

The Landlord said that the Tenant did not pay rent of \$1,050.00 less the security deposit of \$497.50 for an amount of unpaid rent for July, 2014 of \$517.50. As well the Landlord said the Tenant owes a \$25.00 late fee for July, 2014 as the late clause is in the

tenancy agreement. The Landlord is claiming \$542.50 of rent and late fees for July, 2014.

Further the Landlord said they were unable to rent the unit until August 5, 2014 and because this was a fixed term tenancy the Tenant is responsible for the rent until the unit was rented. The Landlord said they are claiming \$163.71 ($\$1,015.00 / 31 \text{ days} \times 5 \text{ days}$) for the 5 days of lost rental income in August, 2014. The Landlord continued to say that they included evidence of advertising to show that they mitigated their loss as best as they could.

In addition the Landlord said they are claiming \$100.00 in cleaning fees which they have submitted a receipt for and if successful the Landlord said she would like to recover the filing fee of \$50.00 for this application.

Analysis

Section 26 says a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

The Tenant does not have the right under the Act to withhold part or all of the rent; therefore I find the Tenant is responsible for the unpaid rent for July, in the amount of \$517.50. Further I also award the Landlord's claim for the late rent payment for the month of July, 2014 in the amount of \$25.00.

In this situation the fixed term tenancy in the tenancy agreement ended on June 30, 2014 and then because the Tenant continued to reside at the rental unit the tenancy continued to July 22, 2014. When the Tenant moved out there was not sufficient time for the Landlord to rent the unit for August 1, 2014 therefore I accept the Landlord's request for lost rental income. Consequently I find for the Landlord with respect to lost rental income of \$163.71 for 5 days in August, 2014. I award the Landlord \$163.71 for lost rental income.

For a monetary claim for damage of loss to be successful an applicant must prove a loss actually exists, prove the loss happened solely because of the actions of the respondent in violation to the Act, the applicant must verify the loss with receipts and the applicant must show how they mitigated or minimized the loss.

The Landlord's agent proved the loss existed and she verified the losses by providing receipts for the claims that the Landlord has made. I accept the Landlord's testimony and evidence that the rental unit required cleaning and the Landlord incurred a \$100.00 cost to clean the unit after the Tenant vacated the unit.

As the Landlord has been successful in this matter, the Landlord is also entitled to recover from the Tenant the \$50.00 filing fee for this proceeding. The Landlord will receive a monetary order for the balance owing as following:

Rent arrears:	\$ 517.50
Late rent fees	\$ 25.00
Lost rental income	\$ 163.71
Cleaning costs	\$ 100.00
Recover filing fee	\$ 50.00
Subtotal:	\$856.21
Balance Owing	\$856.21

Conclusion

A Monetary Order in the amount of \$856.21 has been issued to the Landlord. A copy of the Order must be served on the Tenant: the Monetary Order may be enforced in the Provincial (Small Claims) Court of British Columbia.

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: August 25, 2014

Residential Tenancy Branch

