



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Quadra Pacific Properties Corp.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, MNR, MNDC, FF

Introduction

This hearing dealt with the landlord's application for dispute resolution under the Residential Tenancy Act (the "Act"). The landlord applied for a monetary order for money owed or compensation for damage or loss and unpaid rent, for authority to retain the tenant's security deposit, and for recovery of the filing fee.

The landlord's agent (hereafter "landlord") attended the telephone conference call hearing; the tenant did not attend.

The landlord submitted the registered mail receipt showing the tracking number to substantiate that they served the tenant with their Application for Dispute Resolution and Notice of Hearing on May 9, 2014.

Based upon the submissions of the landlord, I find the tenant was served notice of this hearing in a manner complying with section 89(1) of the Act and the hearing proceeded in the tenant's absence.

The landlord was provided the opportunity to present her evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and documentary evidence before me that met the requirements of the Dispute Resolution Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Issue(s) to be Decided

Is the landlord entitled to retain the tenant's security deposit, further monetary compensation, and for recovery of the filing fee paid for this application?

Background and Evidence

The landlord provided evidence that this tenancy began on May 15, 2009, that the tenant's monthly rent at the end of the tenancy was \$1065, and that the tenant paid a security deposit of \$487.50 at the beginning of the tenancy.

The landlord's monetary claim is as follows:

Loss of rent revenue for May 2014	\$1065
Suite cleaning	\$260
TOTAL	\$1325

The landlord's additional relevant documentary evidence included the written tenancy agreement, notice of rent increase, the tenant's written notice to vacate, and a suite cleaning invoice.

The landlord's relevant oral evidence included:

Loss of rent revenue-The landlord submitted that the tenant provided written notice on April 14, 2014, that he was vacating the rental unit by May 31, 2014, and that further, according to the written notice, on the landlord's form, the tenant agreed he was responsible to pay rent until May 31, 2014.

The tenant submitted further that the tenant saw the property manager on April 26, 2014, informed the property manager that he was leaving that day, and that he failed to pay rent for the month of May. Due to the tenant's insufficient notice to vacate, the landlord lost rent revenue for the month of May 2014, according to the landlord.

Cleaning-The landlord submitted that the tenant failed to clean the rental unit at all, which necessitated that the landlord provide the cleaning.

Analysis

Under section 7(1) of the Act, if a landlord or tenant does not comply with the Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other party for damage or loss that occurs as a result, so long as the applicant verifies the loss, as required under section 67. Section 7(2) also requires that the claiming party do whatever is reasonable to minimize their loss.

May 2014 loss of rent revenue-As to the issue of loss of revenue, Section 45 (1) of the Act requires a tenant to give written notice to end the tenancy one clear calendar month before the next rent payment is due.

In the case before me, I find the landlord submitted sufficient undisputed evidence the written notice provided by the tenant was sufficient, had the tenant remained in the rental unit for the month of May, as he stated; however, the tenant vacated early without notice and failed to pay rent for the month of May 2014, as he agreed to with the written notice. I therefore find the landlord has substantiated a loss attributable to the tenant's breach of the Act, and therefore I find they are entitled to a monetary award of \$1065.

Cleaning-I find the landlord submitted sufficient undisputed evidence that the rental unit required cleaning as the tenant failed to leave the rental unit reasonably clean. I therefore find the landlord is entitled to a monetary award of \$260 for suite cleaning.

Due to the above, I grant the landlord's application and find they are entitled to a total monetary award of \$1375, comprised of loss of rent revenue for May 2014 of \$1065, suite cleaning of \$260, and for recovery of the filing fee paid for this application of \$50.

Conclusion

I have granted the landlord's application for dispute resolution and granted them a monetary award of \$1375.

At the landlord's request, I allow them to retain the tenant's security deposit of \$487.50 in partial satisfaction of their monetary award.

I grant the landlord a final, legally binding monetary order pursuant to section 67 of the Act for the balance due in the amount of \$887.50, which is enclosed with the landlord's Decision.

Should the tenant fail to pay the landlord this amount without delay after being served the order, the monetary order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an Order of that Court. The tenant is advised that costs of such enforcement may be recovered from the tenant.

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* and is being mailed to both the applicant and the respondent.

Dated: September 22, 2014

Residential Tenancy Branch

