



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

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

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, cost of cleaning and repairs and for the recovery of the filing fee. The landlord also applied to retain the security deposit.

The landlord testified that on July 05, 2014, she served the tenant with the notice of hearing package in person, at her residence. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

Issues to be decided

Is the landlord entitled to a monetary order for unpaid rent, loss of income, the cost of cleaning and repairs and the filing fee?

Background and Evidence

The landlord testified that the tenancy started on September 01, 2013 for a fixed term of six months ending March 01, 2014. At the end of the term, the tenancy continued on a month to month basis. The monthly rent was \$700.00 payable on the first of each month. Prior to moving in, the tenant paid a security deposit of \$350.00. The landlord testified that the rental unit was newly renovated at the time the tenant moved in.

The landlord stated that the tenant failed to pay rent for June 2014 and kept in contact with the landlord by text message. The tenant informed the landlord that she was away at camp and would pay rent upon her return. On June 22, 2014; the tenant informed the landlord that she had moved out.

The landlord visited the rental unit and found that the tenant had moved out leaving behind her unwanted possessions. The landlord also found broken screens, a damaged door and the walls and doors covered with crayon drawings. The landlord filed photographs of the condition of the unit as it was left by the tenant.

The photographs support the landlord's testimony and depict garbage strewn all over the unit, crayon drawings on the walls and doors and dirty appliances, toilets and floors. The landlord stated that she started work to restore the unit to a rentable condition and the work took about two weeks to complete.

The landlord also testified that she advertised the availability of the unit in the local newspaper and on line but was unsuccessful in finding a tenant for any portion of July. A new tenant was found for August 01, 2014.

The landlord has filed an application with the following claim:

| | | |
|----|-------------------------------|-------------------|
| 1. | Labour to clean and paint | \$1,050.00 |
| 2. | Cleaning supplies | \$100.00 |
| 3. | Replace screen doors | \$200.00 |
| 4. | Replace damaged door | \$60.00 |
| 5. | Paint | \$200.00 |
| 6. | Cost of transport to the dump | \$100.00 |
| 7. | Rent for June 2014 | \$700.00 |
| 8. | Loss of income for July 2014 | \$700.00 |
| 9. | Filing fee | \$50.00 |
| | Total | \$3,160.00 |

The landlord did not file any individual receipts for the cost of supplies and stated that the reason for this is because the landlord is a corporate landlord and purchases supplies in bulk.

Analysis

Based on the sworn testimony of the landlord and the documentary evidence filed by the landlord, I find that the tenant moved out leaving the unit in a condition that required cleaning, repairs and painting. Therefore I find that the landlord is entitled to the costs incurred by her to restore the unit to a condition that it could be rented. Accordingly I grant the landlord her claim for items 1 to 6 on the table above.

Based on the sworn testimony of the landlord and in the absence of evidence to the contrary, I find that the tenant did not pay rent for June 2014. Therefore I find that the landlord is entitled to rent for June in the amount of \$700.00.

I further find that the tenant moved out without providing any notice to the landlord.

Section 45 of the *Residential Tenancy Act*, states that a tenant may end a periodic 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 and is the day before the day in the month that rent is payable under the tenancy agreement.

Based on the undisputed testimony of the landlord, I find that the tenant moved out without giving the landlord any notice to end the tenancy, thereby causing the landlord to suffer a loss of income for the month of July 2014.

Section 7 of the Act provides:

Liability for not complying with this Act or a tenancy agreement

- 7** (1) *If a landlord or tenant does not comply with this Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other for damage or loss that results.*
- (2) *A landlord or tenant who claims compensation for damage or loss that results from the other's non-compliance with this Act, the regulations or their tenancy agreement must do whatever is reasonable to minimize the damage or loss.*

The landlord made efforts to mitigate her losses by advertising the availability of the rental unit. Despite her efforts, the rental unit remained vacant for the month of July and therefore I find that the landlord is entitled to loss of income for July 2014 in the amount of \$700.00.

Since the landlord has proven her case, she is entitled to the recovery of the filing fee of \$50.00.

Overall the landlord has established a claim for \$3,160.00. . I order that the landlord retain the security deposit of \$350.00 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 \$2,810.00. 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 of **\$2,810.00**.

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: November 18, 2014

Residential Tenancy Branch

