



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** *MND, MNR, MNSD, MNDC, 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, for the cost of cleaning, painting and repairs and for the recovery of the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of the claim. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

The tenant acknowledged receipt of evidence submitted by the landlord. The tenant stated that she had filed her evidence at the Residential Tenancy Branch Office but had not sent a copy to the landlord. Since the landlord has not received the tenant's documentary evidence, it was not used in the making of this decision. Both parties gave affirmed testimony.

This matter was initially heard on July 07, 2014. The tenant did not attend the hearing. In a decision dated July 07, 2014, the Arbitrator granted the landlord a monetary order. The tenant applied for a review hearing and was successful in her application. The decision was suspended pending the outcome of a review hearing set to be heard on this date, November 14, 2014.

### **Issues to be decided**

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

### **Background and Evidence**

The tenancy started on September 05, 2012 for a fixed term which would end on August 31, 2014. The tenant moved out on June 26, 2013. The monthly rent was \$2,100.00 payable on the first of each month. Prior to moving in the tenant paid a security of \$1,050.00.

The tenant stated that she had some financial difficulties and was finding it hard to pay rent on time. The landlord served the tenant multiple notices to end tenancy for non payment of rent. On June 17, 2013, the tenant received an email from the manager of the rental unit informing the tenant that there was someone interested in renting the unit at full rent effective July 15, 2013. The tenant stated that she called the manager and accepted the offer and moved out shortly before June 26, 2013. The tenant stated that she returned the keys on July 05, 2013.

The landlord agreed that it was possible that the tenant was informed of a prospective tenant interested in the unit for July 15, 2013. The landlord further testified that this tenancy did not materialize and despite advertising for a new tenant, the unit remained vacant for the months of July and August 2013. The landlord also stated that the unit had to be cleaned and repaired before it was available for renting. The landlord is claiming loss of income for these months. The tenant agreed that she owed the landlord rent for June and for July 1-15, 2013.

The landlord stated that the tenant left the unit in a condition that required cleaning, repair and garbage removal. The cost of repairs was discussed and the both parties agreed to the following:

1.	Blind cleaning	\$205.35
2.	Carpet cleaning	\$115.50
3.	Suite cleaning	\$210.00
4.	Carpet replacement	\$350.00
5.	Suite damage repairs	\$400.00
	Total	<b>\$1,280.85</b>

The landlord is also claiming rent for June 2013 (\$2,100.00), loss of income for the remainder of the fixed term (\$4,200.00) and the filing fee (\$100.00).

### **Analysis**

Based on the sworn testimony of both parties, I find that the tenant was notified that there was a prospective tenant wanting to move in on July 15, 2013. I further find that based on this information, the tenant moved out at the end of June 2013 even though she was in a fixed term ending August 31, 2013. The tenant agreed that she was responsible for rent up to July 15, 2013. Even though the new tenant did not move in as expected on July 15, 2013 and the rental unit remained vacant for the balance of July and for the whole month of August 2013, I find that the tenant is not responsible for rent beyond July 15, 2013.

Accordingly, I award the landlord rent for June 2013 (\$2,100.00) plus loss of income for the period of July 01 to July 15, 2013 in the amount of (\$1,050.00).

Since the landlord has proven his case, I award him the recovery of the filing fee of \$100.00.

Overall the landlord has established a claim for:

1.	Agreed to by both parties	\$1,280.85
2.	Rent for June 2013	\$2,100.00
3.	Loss of income for July 01-15, 2013	\$1,050.00
4.	Filing fee	\$100.00
	Total	<b>\$4,530.85</b>

I order that the landlord retain the security deposit of \$1,050.00, 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 \$3,480.85. 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 in the amount of **\$3,480.85**.

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 14, 2014

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Residential Tenancy Branch

