



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding JABS CONSTRUCTION LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MNDC, MNSD, FF

Introduction

This matter dealt with an application by the Landlord for a Monetary Order for unpaid rent, for compensation for loss or damage under the Act, regulations or tenancy agreement, to retain the Tenant's security deposit and to recover the filing fee for this proceeding.

The Landlord said he served the Tenant with the Application and Notice of Hearing (the "hearing package") by registered mail on February 15, 2015. 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 with both parties in attendance.

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. Is there a loss or damage and if so how much?
4. Is the Landlord entitled to compensation for the loss or damage and if so how much?
5. Is the Landlord entitled to keep the Tenant's security deposit?

Background and Evidence

This tenancy started on March 1, 2014 as a month to month tenancy. Rent was \$785.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$392.50 on January 22, 2014. A move in condition inspection report was completed on March 1, 2014 and a move out condition inspection report was completed on January 25, 2015,

The Landlord said the Tenant gave the Landlord notice on January 19, 2015 that the Tenant was moving out on January 25, 2015. The Landlord said this was not proper notice to end a tenancy. The Landlord said the unit has not been rented to a new

tenant and the Landlord said they are requesting the Tenant to pay the loss of Rental income for February, 2015. The Landlord said the Tenant originally agreed to this in her letter of January 19, 2015 and then she put a stop payment on the February, 2015 rent check. The Landlord said they advertised the property since January, 2015 and they have not been able to rent the unit.

The Tenant said she had agreed to pay the February, 2015 rent if the Landlord was unable to rent the unit to a new tenant because she had given the Landlord short notice. The Tenant continued to say that she received advice from her daughter and a friend who is a landlord, who said she should put a stop payment of the February, 2015 rent cheque because she was not using the unit and the Landlord would not let her daughters into to the unit.

The Landlord said the Tenant wrote them on January 19, 2015 that she would be physically out of the unit on January 25, 2015. The Landlord continued to say the Tenant's daughters were third parties to the tenancy agreement so they had no right to be in the unit after the Tenant move out. The Landlord said they are requesting the Tenant pay the February, 2015 rent in the amount of \$785.00 as lost rental income due to improper notice to end the tenancy.

The Tenant said it does not seem fair that she has to pay the rent and does not have use of the unit.

Further the Landlord said the Tenant agreed to pay for carpet and blind cleaning and the Landlord submitted a letter from the Tenant's daughter confirming this. The Landlord said the carpet cleaning was \$89.65 (receipt submitted) and the blind cleaning was \$134.40 (receipt submitted).

The Tenant said she agreed to this because her daughters were not allowed in to the unit to do the cleaning.

The Landlord said the tenancy was ended on January 26, 2015 and the Tenant's daughter confirmed the cleaning charges in her letter of January 27, 2015.

The Landlord also requested to recover the \$50.00 filing fee for his 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.

Section 45 of the Act says a Tenant may end a periodic term tenancy not earlier than the one month prior to the date that rent is payable or with the agreement of the Landlord.

The Tenant did not give the Landlord proper notice to end the tenancy and the Tenant do not have the right under the Act to withhold part or all of the rent; therefore I find the Tenant is responsible for the rent of \$785.00 for February, 2015 as lost rental income for the Landlord.

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 has provided receipts for his claim of carpet and blind cleaning in the amount of \$89.65 and \$134.40 and the Landlord provided a letter from the Tenant's representative confirming the charges could be deducted from the Tenant's security deposit. I accept the Landlord's evidence and testimony and award the Landlord the \$89.65 for carpet cleaning and the \$134.40 for blind cleaning.

As the Landlord has been successful in this matter, he is also entitled to recover from the Tenant the \$50.00 filing fee for this proceeding. I order the Landlord pursuant to s. 38(4) and s. 72 of the Act to keep the Tenant's security deposit in partial payment of the rent arrears. The Landlord will receive a monetary order for the balance owing as following:

	Lost rental income:	\$ 785.00
	Carpet cleaning	\$ 89.65
	Blind cleaning	\$ 134.40
	Recover filing fee	\$ 50.00
	Subtotal:	\$1,058.65
Less:	Security Deposit	\$ 392.50
	Subtotal:	\$ 392.50
	Balance Owing	\$ 666.15

Conclusion

A Monetary Order in the amount of \$666.15 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: March 04, 2015

Residential Tenancy Branch

