



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MT CNR MNDC MND MNR MNSD FF

Introduction

This hearing first convened on March 23, 2015, pursuant to the tenant's application to cancel a notice to end tenancy and for monetary compensation.

On that date the tenant stated that she had already vacated the rental unit and she requested an adjournment to obtain further evidence to support her monetary claim. The landlord stated that he would likely file his own monetary claim. I determined that it was appropriate to adjourn the tenant's application.

Preliminary Issues – Reconvened Hearing and Tenant's Application

On March 28, 2015 the landlord filed a monetary claim that was joined to be heard with the tenant's monetary claim. The hearing on both applications convened on May 6, 2015 at 9:30 a.m. At that time only the landlord called in to the teleconference hearing.

I proceeded to hear from the landlord regarding his claim, and the tenant did not call in at any time during the 30 minute hearing. Therefore, as the tenant did not attend the hearing, and the landlord appeared and was ready to proceed with both applications, I dismiss the tenant's application without leave to reapply.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on September 26, 2014 as a fixed term tenancy to end on September 30, 2015. The monthly rent of \$1000 was due in advance on the first day of each month. At the beginning of the tenancy the tenant paid the landlord a security deposit of \$500.

In December 2014 the landlord served the tenant with a notice to end tenancy for cause. The tenant applied to cancel the notice, and on January 14, 2015 a hearing convened pursuant to the tenant's application. The landlord and the tenant came to a mutual agreement that the tenancy would end on February 28, 2015, and the landlord was granted an order of possession effective on that date.

On February 5, 2015 the landlord served the tenant with a notice to end tenancy for failure to pay rent of \$1000 due on February 1, 2105. The landlord stated that the tenant did not pay rent for February 2015, and she continued to occupy the rental unit until mid-March 2015, when she was evicted pursuant to a writ of possession.

The landlord stated that the tenant did extensive damage to the rental unit, which made it unrentable for several months. The landlord has claimed estimated costs for repairs and cleaning as well as amounts unpaid rent and lost revenue, as follows:

- 1) \$60 for cleaning stained drapes;
- 2) \$250 for dented fridge door;
- 3) \$500 to replace two damaged kitchen cabinet doors;
- 4) \$20 for two broken switch plates;
- 5) \$150 for plumbing costs to replace damaged bathroom sink drain;
- 6) \$150 for cleaning of entire suite;
- 7) \$500 for additional water damage – the landlord stated that the tenant did not inform the landlord until two days before the move-out date that there was a problem with leaking water;
- 8) \$1000 unpaid rent for February 2015;
- 9) \$1000 for overstaying in March 2015; and
- 10) \$2000 lost revenue for April and May 2015 – the landlord stated that he needed this time to carry out repairs to the unit.

The landlord submitted a form they used as a condition inspection report for the move-in inspection; however, this form is not comprehensive and is not signed by either the landlord or the tenant. The landlord did not provide ages of any of the damaged items; nor did the landlord provide any quotes or estimates for repairs or cleaning. The landlord stated that he has not started any of the repairs yet because he has been "lining up various contractors."

Analysis

I find that the landlord did not provide sufficient evidence to support his claim for estimated cleaning and repairs. The purported move-in condition inspection report does

not provide the details required under the Act and regulation, and it is not signed by either party, and I therefore cannot determine the agreed-upon condition of the unit at the outset of the tenancy. The landlord did not provide the age of the damaged items, and therefore depreciation cannot be calculated.

I find that the landlord is entitled to unpaid rent of \$1000 for February 2015. I also accept the landlord's testimony that the tenant vacated in mid-March 2015, and I accordingly grant the landlord lost revenue of \$500 for the first half of March. I am not satisfied that the landlord is entitled to any further lost revenue. Nearly two months passed between the time that the tenant was evicted and the reconvened hearing, and the landlord had not yet started cleaning or repairs. The landlord therefore failed to reasonably mitigate lost revenue.

As the landlord's application was partially successful, I find he is entitled to recovery of his filing fee of \$50.

Conclusion

The landlord is entitled to \$1550. I order the landlord to retain the security deposit of \$500 and I grant the landlord an order under section 67 for the balance due of \$1050. This order may be filed in the Small Claims Court and enforced as an order of that Court.

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: May 21, 2015

Residential Tenancy Branch

