



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Nipro Developments Ltd.
and [tenant name suppressed to protect privacy]

DECISION

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

Introduction

This hearing concerns the landlord's application for a monetary order as compensation for unpaid rent / compensation for damage to the unit, site or property / compensation for damage or loss under the Act, Regulation or tenancy agreement / retention of the security deposit / and recovery of the filing fee. The landlord's agent (the "landlord") attended and gave affirmed testimony. The tenant did not appear.

The landlord testified that the application for dispute resolution and the notice of hearing (the "hearing package") was served by way of registered mail. Evidence submitted by the landlord includes the Canada Post tracking number for the registered mail. The Canada Post website informs that the item was "successfully delivered" and signed for by the tenant at the Post Office on January 27, 2015. Accordingly, pursuant to sections 89 and 90 of the Act which speak, respectively, to **Special rules for certain documents** and **When documents are considered to have been received**, I find that the tenant has been duly served.

Issue(s) to be Decided

Whether the landlord is entitled to any of the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement the fixed term of tenancy was from January 15, 2014 to January 31, 2015. Monthly rent of \$2,100.00 was due and payable in advance on the first day of each month. A security deposit of \$1,050.00 and a pet damage deposit of \$1,050.00 were collected. A move-in condition inspection report was completed with the participation of both parties.

The tenant's rent cheque for September 2014 was NSF, although rent for the following month of October 2014 was paid. By email to the landlord dated October 26, 2014 the tenant informed the landlord that he had "cleaned and vacated the property." The landlord completed a move-out condition inspection report in the absence of the tenant on October 29, 2014. The landlord found a unit and a carpet which required cleaning.

As a result of online advertising, the landlord found new renters effective December 01, 2014. However, the parties agreed to monthly rent of \$1,950.00, which is \$150.00 less than what was agreed to with the tenant who is the subject of this dispute.

Analysis

The attention of the parties is drawn to the following particular sections of the Act:

Section 26: Rules about payment and non-payment of rent

Section 37: Leaving the rental unit at the end of a tenancy

Section 45: Tenant's notice

Section 7: Liability for not complying with this Act or a tenancy agreement

Based on the documentary evidence and affirmed / undisputed testimony of the landlord, I find that the tenant ended the fixed term of tenancy prior to the date specified in the tenancy agreement as the end of the tenancy. I also find that the unit was not left "reasonably clean." Further, I find that the landlord undertook to mitigate the loss of rental income by advertising for new renters in a timely fashion. In the result, I find that the landlord has established entitlement to a claim of **\$4,876.00**:

\$2,100.00: *unpaid rent for September 2014*

\$2,100.00: *loss of rental income for November 2014*

\$50.00: *(2 x \$25.00) NSF / stop payment fees*

\$300.00: *(2 x \$150.00) loss of rental income December 2014/ January 2015*

\$150.00: *unit cleaning*

\$126.00: *carpet cleaning*

\$50.00: *filing fee*

I order that the landlord retain the security and pet damage deposits in the combined total amount of **\$2,100.00** (\$1,050.00 + \$1,050.00), and I grant the landlord a **monetary order** for the balance owed of **\$2,776.00** (\$4,876.00 - \$2,100.00).

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$2,776.00**. Should it be necessary, this order may be served on the tenant, 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: June 01, 2015

Residential Tenancy Branch

