



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, MNDC, 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 Landlords said they served the Tenant with the Application and Notice of Hearing (the "hearing package") by registered mail on November 7, 2014. Based on the evidence of the Landlords, 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 in the Tenant's absence.

Issues(s) to be Decided

1. Are there rent arrears and if so, how much?
2. Are the Landlords entitled to compensation for unpaid rent and if so how much?
3. Are there other losses or damages and are the Landlords entitled to compensation?
4. Are the Landlords entitled to keep the Tenant's security deposit?

Background and Evidence

This tenancy started on May 1, 2013 as a fixed term tenancy with an expiry date of April 30, 2014. Rent was \$1,850.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$925.00 on May 1, 2013. The Landlord said the Tenant moved out of the rental unit on or around the third week of October, 2013 as a result of a 10 Day Notice to End Tenancy.

The Landlord said that the Tenant did not pay rent of \$1,850.00 for October, 2013 and the Landlord said they were unable to re-rent the unit until November 15, 2013 so they are requesting lost rental income for November, 2013 in the amount of \$925.00.

Further the Landlords requested carpet cleaning costs of \$194.20 as the Tenant had a dog and there were urine stains on the carpet. The Landlord submitted the carpet cleaning receipt. As well the Landlords said they could not locate the Tenant after she moved out so they hired an investigating company to find her address. The Landlords said they are requesting \$210.00 for the cost of the investigating company. The Landlords included a paid receipt for the investigating company.

Further the Landlords said the Tenant stole their lawn mower and drapes from the rental unit and they are requesting \$349.00 in compensation for the lawn mower, \$30.00 for the electrical cord and \$500.00 for the drapes. The Landlord submitted the receipt for only the lawn mower.

The Landlords also said they are requesting to retain the Tenant's security deposit of \$925.00 and the \$50.00 filing fee for this proceeding and an additional \$50.00 filing fee for a prior dispute resolution hearing from November, 2014.

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 fixed term tenancy not earlier than the date specified in the tenancy agreement and it must be with written notice at least one month prior to the date that rent is payable or with the agreement of the Landlord.

The Tenant did not give the Landlords proper notice to end the tenancy and the Tenant does 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 \$1,850.00 for October, 2013 and for the lost rental income of \$925.00 for November, 2013.

For a monetary claim for damage or 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 Landlords have proved a loss exists and they have verified the losses by providing receipts for the claims for the carpet cleaning of \$194.20 and the lawn mower for \$349.00. I award these claims to the Landlords.

Further the claim for the filing fee of \$50.00 for the previous hearing is not part of this proceeding therefore I dismiss this claim without leave to reapply.

As well the Landlords claim for the investigation company of \$210.00 is a cost solely related to the hearing process not the tenancy therefore; I find this claim ineligible and I dismiss the investigation company expense without leave to reapply.

Further as the Landlords did not provide any evidence to support their claim of \$500.00 for the loss of drapes and \$30.00 for the electrical cord therefore; I find these losses are not proven or verified therefore I dismiss these claims without leave to reapply.

As the Landlords have been partially successful in this matter, the Landlords are 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:

	Rent arrears:	\$ 1,850.00
	Lost rental income	\$ 925.00
	Carpet cleaning	\$ 194.20
	Lawn mower compensation	\$ 349.00
	Recover filing fee	\$ 50.00
	Subtotal:	\$3,368.20
Less:	Security Deposit	\$ 925.00
	Subtotal:	\$ 925.00
	Balance Owing	\$ 2,443.20

Conclusion

A Monetary Order in the amount of \$2,443.20 has been issued to the Landlords. 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: June 24, 2015

Residential Tenancy Branch

