



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, MNR, MNDC, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the landlord

The landlord has provided documentary evidence to confirm the served was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by registered mail on March 21, 2015 in accordance with Section 89. Section 90 of the *Act* deems documents served in such a manner to be received on the 5th day after they have been mailed.

The landlord has provided additional documentary evidence to confirm she served the tenant with additional evidence on July 6, 2015 by registered mail.

Based on the landlord's documentary evidence, I find that the tenant has been sufficiently served with the documents pursuant to the *Act*.

Issue(s) to be Decided

The issues to be decided are whether the landlord is to a monetary order for unpaid rent; for damage to and cleaning of the rental unit; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 37, 38, 67, and 72 of the *Act*.

Background and Evidence

The landlord has submitted into evidence a copy of a tenancy agreement signed by the parties on September 29, 2014 for a 6 month fixed term tenancy beginning on

September 27, 2014 for a monthly rent of \$1,600.00 due on the 27th of each month with a security deposit of \$800.00 paid. The landlord submitted the tenant vacated the rental unit on or before March 20, 2015.

The landlord submitted into evidence a copy of a 10 Day Notice to End Tenancy for Unpaid Rent issued on February 6, 2015 with an effective vacancy date of February 16, 2015 citing the tenant had failed to pay rent in the amount of \$1,600.00 due January 27, 2015 and utilities in the amount of \$128.45 after a demand letter was provided on December 27, 2014. The landlord confirmed she received an order of possession based on this Notice.

The landlord testified that the tenant has not paid these amounts nor did the tenant pay an additional rent that was due on February 27, 2015. The landlord submits the tenant did not give any notice of her intent to vacate the rental unit prior to March 20, 2015 and seeks compensation for lost revenue for April 2015 rent. The landlord seeks unpaid rent in the amount of \$3,200.00 and lost revenue of \$1,600.00. The landlord seeks compensation for utilities (cable bill) in the amount of \$113.92.

The landlord also submitted into evidence a Condition Inspection Report recording the condition of the rental unit at the start of the tenancy and several photographs recording the condition of the rental unit at the end of the tenancy. The landlord submits there had been a fire in the bathroom which required substantive repairs and the remainder of the use required cleaning, including carpet and furniture cleaning. The landlord also seeks compensation for a replacement mail key. The landlord has provided receipts for her claims.

The landlord's claim for compensation for damage to and cleaning of the rental unit is as follows:

Description	Amount
Bathroom Restoration	\$1,000.00
Mirror Replacement	\$367.50
Extra cleaning (landlord deducted \$100.00 from actual cost to recognize reasonable wear and tear)	\$600.00
Rug and Furniture cleaning	\$350.00
Mail key replacement	\$100.00
Total	\$2,417.50

Analysis

To be successful in a claim for compensation for damage or loss the applicant has the burden to provide sufficient evidence to establish the following four points:

1. That a damage or loss exists;
2. That the damage or loss results from a violation of the *Act*, regulation or tenancy agreement;
3. The value of the damage or loss; **and**
4. Steps taken, if any, to mitigate the damage or loss.

Based on the landlord's undisputed testimony and evidence, I find the tenant failed to pay rent in the amount of \$3,200.00 for the months of February and March 2015. I also find the tenant has failed to pay utilities in the amount of \$113.92.

As to the landlord's claim for lost revenue for the month of April 2015, I find the tenancy ended pursuant to the 10 Day Notice to End Tenancy and as such the tenant was not required to provide the landlord with a notice to end the tenancy. As such, I find the landlord should have been prepared for the tenant's departure and found new tenants prior to the start of the month of April 2015. As such, I dismiss the landlord's claim for lost revenue.

Section 37 of the *Act* states that when a tenant vacates a rental unit at the end of a tenancy the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear and give the landlord all the keys or other means of access that are in the possession or control of the tenant and that allow access to and within the residential property.

Based on the landlord's undisputed testimony and evidence I find the landlord has established the tenant failed to comply with her obligations under Section 37 and as a result the landlord has suffered a loss for which she has established the value of that loss. I find the landlord is entitled to the compensation claimed for damage to and cleaning of the rental unit and the replacement of the mail key.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$5,831.42** comprised of \$3,200.00 rent owed; \$113.92 utilities owed; \$2,417.50 repairs and cleaning; and the \$100.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$800.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$5,031.42**. This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: September 4, 2015

Residential Tenancy Branch

