



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ADVANCED PROPERTY MANAGEMENT INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MND, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for a Monetary Order for unpaid rent, for damage and cleaning of the rental unit, for an Order to retain the security deposit in partial satisfaction of the claim and to recover the filing fee for the Application.

Only the Landlord appeared at the hearing. She gave affirmed testimony and was provided the opportunity to present her evidence orally and in written and documentary form, and to make submissions to me.

The Landlord testified served the Tenants with the Notice of Hearing and their Application on May 14, 2015 by registered mail. Introduced in evidence were receipts for the registered mailings as well as the tracking numbers for both Tenants. Under the *Residential Tenancy Act* documents served this way are deemed served five days later; accordingly, I find the Tenants were duly served as of May 19, 2015.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

1. Is the Landlord entitled to monetary compensation from the Tenant?
2. Should the Landlord be authorized to retain the security deposit?
3. Is the Landlord entitled to recover the filing fee?

Background and Evidence

This tenancy began February 1, 2010. Monthly rent was initially paid in the amount of \$750.00. The Tenant paid a security deposit in the amount of \$375.00 as well as a key deposit in the amount of \$20.00 which the Landlord continues to hold (collectively referred to as the "Deposits"). At the time of the hearing rent was payable in the amount of \$775.00.

The Tenant gave written notice to end the tenancy on April 13, 2015. The Landlord testified that she was not able to rent the property for May 1, 2015, but was able to do so as of May 22, 2015. The Landlord sought compensation for \$525.00 representing the days in May the property was not rented.

The Landlord also testified that the Tenant did not clean the rental unit or clean the carpets and as such she sought compensation for these costs.

At the hearing, the Landlord claimed \$857.50 for the following:

Loss of rent for May 1-21, 2015	\$525.00
cleaning of the rental unit	\$125.00
Carpet cleaning	\$157.50
Filing fee	\$50.00
Total claimed	\$857.50

Analysis

A party that makes an application for monetary compensation against another party has the burden to prove their claim. The burden of proof is based on the balance of probabilities.

Awards for compensation are provided in sections 7 and 67 of the *Act*. Accordingly, an applicant must prove the following:

1. that the other party violated the *Act*, regulations, or tenancy agreement;
2. that the violation caused the party making the application to incur damages or loss as a result of the violation;
3. the value of the loss; and,

4. that the party making the application did whatever was reasonable to minimize the damage or loss.

Based on all of the above, the evidence and testimony, and on a balance of probabilities, I find as follows.

I find the Tenants gave insufficient notice to end the tenancy such that the Landlord lost rental income for the first 21 days of May 2015. I also accept the Landlord's undisputed testimony that the Tenants did not clean the unit, or the carpets as required by the tenancy agreement and the *Act*, and this has caused losses to the Landlord.

Section 67 of the Residential Tenancy Act states:

Without limiting the general authority in section 62(3) [*director's authority*], if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

I find that the Landlords have established a total monetary claim of **\$857.50** comprised of the following:

Loss of rent for May 1-21, 2015	\$525.00
cleaning of the rental unit	\$125.00
Carpet cleaning	\$157.50
Filing fee	\$50.00
Total awarded	\$857.50

I order that the Landlords retain the Deposits in the amount of **\$395.00** in partial satisfaction of the claim and I grant the Landlords an order under section 67 for the balance due of **\$462.50**.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

Conclusion

The Landlord is granted monetary compensation for the unpaid rent for May 1 to May 21, 2015, as well as the cost of cleaning both the unit and the carpets as well as the filing fee. The Landlord may retain the Deposits in partial satisfaction of the amount owing and is granted a Monetary Order for the balance due in the amount of **\$462.50**.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: October 23, 2015

Residential Tenancy Branch

