



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MAINSTREET EQUITY CORP
and [tenant name suppressed to protect privacy]

DECISION

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

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for a monetary order for unpaid rent, loss of income, cleaning costs, recovery of incentive given to the tenant and for the recovery of the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of her claim.

The landlord testified that the tenant was served with the notice of hearing package on September 10, 2015 by registered mail to the forwarding address provided by the tenant on the move out inspection report. The landlord filed a copy of the tracking slips. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

Issues to be decided

Is the landlord entitled to a monetary order for unpaid rent loss of income, cleaning costs, recovery of incentive given to the tenant and for the recovery of the filing fee? Is the landlord entitled to retain the security deposit?

Background and Evidence

The landlord testified that the tenancy started on January 01, 2015 for a fixed term of one year. The monthly rent was \$900.00 payable on the first of each month. Prior to moving in, the tenant paid a security deposit of \$450.00.

The landlord filed a copy of the tenancy agreement into evidence. A clause in the agreement allows the tenant a rent reduction of \$75.00 per month on condition that he

does not end the tenancy prior to the end date of the fixed term which is December 31, 2015. The clause also addresses the consequences if the tenant does not comply. The tenant initialled the clause thereby agreeing to return the incentive in the event that he ends the tenancy prior to December 31, 2015.

The landlord stated that the tenant failed to pay full rent for August 2015 and on August 12, 2015, the landlord served the tenant with a ten day notice to end tenancy. The tenant did not dispute the notice and did not pay rent.

The landlord applied for dispute resolution and was granted an order of possession and a monetary order for the balance of rent for August 2015. The tenant moved out on September 08, 2015. A move out inspection was conducted that day and the tenant agreed to having left the living room floor in a dirty condition.

The landlord stated that she started advertising for a new renter but was unable to find a tenant for the remainder of the month of September 2015. Accordingly the landlord is applying for unpaid rent for September 1-8, 2015 in the amount of \$220.00 and for loss of income for the remainder of September 2015, in the amount of \$605.00.

The landlord is also claiming \$675.00 for the return of the incentive received by the tenant by way of a \$75.00 monthly rent reduction for the period of January to September 2015.

The landlord is claiming the following:

1.	Cleaning costs	\$25.00
2.	Unpaid rent	\$220.00
3.	Loss of income	\$605.00
4.	Return of incentive	\$675.00
5.	Filing fee	\$50.00
	Total	\$1,575.00

Analysis

The move out inspection report indicates that the tenant agreed that he had not cleaned the living room floor. Therefore I find that the landlord is entitled to the cost of cleaning.

In the absence of evidence to the contrary, I find that the tenant did not pay rent for September 2015 and moved out on September 08, 2015 resulting in a loss of income for this month. I find that the landlord is entitled to rent and loss of income.

The tenant signed the tenancy agreement and initialed the clause regarding the conditions under which the incentive was given by the landlord to a fixed term tenant. The tenant did not comply with the clause and therefore must return the incentive in the amount of \$675.00.

Since the landlord has proven her case, she is entitled to the recovery of the filing fee of \$50.00.

Overall the landlord has established a claim of \$1,575.00. I order that the landlord retain the security deposit of \$450.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$1,125.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order of **\$1,125.00.**

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: March 10, 2016

Residential Tenancy Branch