



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

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

### **Introduction**

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for a monetary order for loss of income, removal of garbage, replacement of locks, repairs and the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of her claim.

The landlord sent a copy of her application and the notice of hearing to the tenant by registered mail on September 16, 2015, to the forwarding address provided by the tenant. The landlord provided a tracking number. The landlord stated that she had tracked the package on line and found that the tenant had picked it up and signed for it.

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 loss of income, removal of garbage, replacement of locks, repairs and the filing fee? Is the landlord entitled to retain the security deposit?

### **Background and Evidence**

The tenancy started on May 01, 2015 for a fixed term of one year. The monthly rent was \$800.00 payable on the first of each month. Prior to moving in the tenant paid a security deposit of \$400.00. The landlord stated that the tenant moved out on August 31, 2015 without providing proper notice other than a telephone call, two days prior to moving out.

The landlord testified that the tenant left behind garbage filled bags and unwanted furniture. The landlord filed a photograph of the items left behind by the tenant and copies of the invoices to dispose of the items.

The landlord also testified that the dryer was not functioning properly and she had it repaired. The invoice filed into evidence states that a small chain was found to be the cause of the problem. The landlord is claiming the cost of repairs in the amount of \$120.75.

The landlord stated that the tenant did not return the rental unit keys or the mail box key. The landlord incurred the cost of replacing the locks and has filed the filed copies of the invoices. The landlord is also claiming for the cost or painting and repair of drywall due to damage by the tenant. The landlord stated that the unit was painted just prior to the start of tenancy.

The landlord mitigated her losses by looking for a tenant and was able to find one for September 15, 2015. The landlord is claiming the loss of income for the first half of September 2015.

The landlord is claiming the following:

1.	Dryer repair	\$120.75
2.	Replace locks/mailbox key	\$56.96
3.	Garbage disposal	\$105.00
4.	Painting	\$27.35
5.	Loss of income	\$400.00
6.	Filing fee	\$50.00
	Total	<b>\$760.06</b>

### **Analysis**

#### 1. Dryer Repair - \$120.75

Based on the undisputed sworn testimony of the landlord, I find that the dryer required repair due to negligence on the part of the tenant. The landlord has filed a copy of the invoice and therefore I award the landlord her claim for the repair of the dryer.

#### 2. Replace locks/mail box key - \$56.96

I accept the landlord's testimony that the tenant did not return the keys. The landlord chose the most reasonable method of replacing the locks. The landlord had to pay Canada Post \$29.00 to replace the mail box key. The landlord has filed copies of invoices for the expenses she incurred. I find that the landlord has proven her claim.

#### 3. Garbage disposal \$105.00

The landlord filed a photograph of the items left behind by the tenant and invoices for the removal of these items. I find that the landlord is entitled to her claim.

4. Painting - \$27.35

The landlord stated that the tenant had made some holes in the drywall that required filling and paint. The landlord is only claiming for the cost of supplies and has filed a copy of an invoice to support her claim. I award the landlord her claim.

5. Loss of income - \$400.00

Section 45(2) of the *Residential Tenancy Act* states that a tenant may end a fixed term tenancy by giving the landlord notice to end the tenancy effective on a date that:

- (a) Is not earlier than one month after the date the landlord receives the notice
- (b) Is not earlier than the date specified in the tenancy agreement as the end of the tenancy and
- (c) Is the day before the day in the month on which the tenancy is based that rent is payable under the tenancy agreement.

The tenant had entered into a fixed term tenancy which would end on April 30, 2016. The tenant moved out August 31, 2015 thereby ending the tenancy prior to the end date of the fixed term. The tenant did not provide a 30 day written notice to end the tenancy.

Therefore the landlord is entitled to any loss of rent up to the earliest time that the tenant could have legally ended the tenancy. The landlord mitigated her losses by making efforts to find a tenant and was successful in her attempts. A new tenant was found for September 15, 2015.

The landlord suffered a loss of income for the first half of September and I find that she is entitled to recover this loss. Accordingly I award the landlord her claim of \$400.00.

6. Filing fee - \$50.00

Since the landlord has proven her claim, she is also entitled to the filing fee.

Overall the landlord has established a claim of \$760.06. I order that the landlord retain the deposit of \$400.00 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 \$360.06. 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 for the amount of **\$360.06**.

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 15, 2016

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Residential Tenancy Branch