



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNDC, MNSD, FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the Act) for:

- a monetary order for unpaid rent, for damage to the rental unit, and for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover their filing fee for this application from the tenant pursuant to section 72.

The landlord, E.J.S. (the landlords) attended the hearing via conference call and provided undisputed affirmed testimony. The tenants did not attend or submit any documentary evidence. The landlords stated that both tenants were each both served with the notice of hearing package and the submitted documentary evidence via Canada Post Registered Mail on May 9, 2016 to the addresses provided by each of the tenants at the end of tenancy. The landlords provided the Customer Receipt Tracking number for both packages and confirmed that the tenant, S.S. signed and received the package on May 12, 2016 and that the package for B.M. was returned as "unclaimed". I accept the undisputed affirmed evidence of the landlords and find that both tenants have been properly served on May 9, 2016 via Canada Post Registered Mail as per sections 88 and 89 of the Act. Both tenants are deemed to have received the packages 5 days later as per section 90 of the Act.

At the outset the landlords clarified that the monetary claim of \$2,718.99 was a math error as it is shown in the landlords' details of dispute, all of the items listed for compensation match those on the submitted copy of the monetary worksheet (which had no total). I accept the landlords' explanation and amend the monetary claim to \$3,318.99.

Issue(s) to be Decided

Are the landlords entitled to a monetary order for unpaid rent, for damage to the rental unit, for money owed or compensation for damage or loss and recovery of the filing fee?
Are the landlords entitled to retain all or part of the security deposit?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

This tenancy began on February 1, 2016 on a fixed term tenancy of 6 months ending on August 1, 2016 as shown by the submitted copy of the signed tenancy agreement dated January 10, 2016. The monthly rent is \$1,300.00 and a security deposit of \$650.00 was paid.

The landlords provided undisputed affirmed testimony that the tenants failed to pay April 2016 Rent and left the rental premises dirty and damaged requiring cleaning and repairs.

The landlords seek a monetary claim of \$3,318.99 which consists of:

\$1,300.00	Unpaid Rent, April 2016
\$1,300.00	Lost Rental Income, May 2016
\$441.00	Cleaning Costs
\$277.99	Damage Repair Costs

The landlords has provide a copy of a completed condition inspection report for the move-in dated January 10, 2016 and an incomplete condition inspection report for the move-out made by the landlords.

The landlords stated that the tenants vacated the rental premises without notice and that possession of the rental was secured on April 20, 2016. The landlords stated that the landlords began advertising the rental unit on April 10, 2016, with 8 advertisements over a period of time resulted in a new tenant on June 1, 2016.

Analysis

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party. When a party makes a claim for damage or loss the

burden of proof lies with the applicant to establish their claim. To prove a loss the applicant must satisfy the following four elements:

1. Proof that the damage or loss exists,
2. Proof that the damage or loss occurred due to the actions or neglect of the other party in violation of the Act, Regulation or tenancy agreement,
3. Proof of the actual amount required to compensate for the claimed loss or to repair the damage, and
4. Proof that the applicant followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage being claimed.

Based upon the landlords' undisputed affirmed evidence, the landlords have established a claim for:

\$1,300.00	Unpaid Rent, April 2016
\$1,300.00	Lost Rental Income, May 2016
\$441.00	Cleaning Costs
\$277.99	Damage Repair Costs

I am satisfied that the landlords have provided sufficient evidence to satisfy me that the tenants vacated the rental premises without notice or to pay the April 2016 rent, leaving it dirty and damaged. The landlords also relied upon the invoice dated April 20, 2016 for \$441.00 for cleaning and the invoice dated April 17, 2016 for repairs. The landlord has established a monetary claim for \$3,318.99.

The landlords applied to keep the tenants' \$650.00 security deposit. I allow the landlords to retain the security deposit in partial satisfaction of the monetary award. No interest is payable over this period.

As the landlords were successful in this application, I find that the landlords are entitled to recover the \$50.00 filing fee paid for this application.

Conclusion

I issue a monetary order in the landlords' favour in the amount of \$2,718.99 under the following terms:

Item	Amount
Unpaid April 2016 Rent	\$1,300.00
Loss of Rental Income May 2016	1,300.00
Monetary Award for Cleaning	277.99

Monetary Award for Repairs	441.00
Offset Security Deposit	-650.00
Recovery of Filing Fee	50.00
Total Monetary Order	\$2,718.99

The landlord is provided with this order in the above terms and the tenant(s) must be served with this order as soon as possible. Should the tenant(s) fail to comply with this order, this order may be filed in the Small Claims Division of the Provincial Court and enforced as orders 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: June 29, 2016

Residential Tenancy Branch