



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNR, MNDC, FF

### Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for unpaid rent - Section 67;
2. A Monetary Order for damage to the unit - Section 67;
3. A Monetary Order for compensation - Section 67; and
4. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Tenant did not attend the proceedings. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

### Background and Evidence

The tenancy started on March 1, 2015 and ended on May 30, 2015. The tenancy was for a fixed term to end August 31, 2015. Rent of \$1,900.00 was payable on the first day of each month. At the outset of the tenancy the Landlord collected \$950.00 as a security deposit. The Parties mutually conducted a move-in inspection and condition report. The Landlord made 3 or more offers to conduct a move-out inspection and the

Tenant refused to attend. The Landlord completed the inspection and report. The Tenant provided its forwarding address on May 30, 2015.

The Tenant failed to pay rent for April and May 2015. On May 20, 2015 the Landlord served the Tenant with a 10 day notice to end tenancy for unpaid rent. The effective date of the Notice was May 30, 2015. The Landlord claims \$3,800.00. The Tenant paid \$100.00 towards the rental arrears.

The Landlord states that because the Tenant failed to pay the rent the Tenant caused the tenancy to end and that the Landlord lost rental income. The Landlord did not advertise the unit for rent. The Landlord had been renting at another location for \$1,950.00 per month. The Landlord moved back into the unit after ending her own fixed term tenancy for July 7, 2015 by mutual agreement with her landlord. The Landlord claims lost rental income of \$2,329.03 for June and a portion of July 2015.

The Landlord states that the Tenant failed to pay utilities. The Landlord states that the Landlord paid the utilities as taxes at the end of the year. The Landlord claims \$85.18 and provides the utility invoice.

The Landlord states that the Tenant failed to leave the unit clean and claims the cleaning costs of \$100.00. The Landlord provides an invoice for this cost.

### Analysis

Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. Where a landlord claims compensation the landlord must take reasonable steps to minimize or mitigate the costs claimed.

Based on the Landlord's undisputed evidence I find that the Landlord has substantiated that the Tenant failed to pay rent for April and May 2015, failed to pay utilities and failed to leave the unit reasonably clean. Given the invoices and tenancy agreement I find

that the Landlord has substantiated **\$3,800.00** as unpaid rent, **\$85.18** as unpaid utilities, and **\$100.00** as cleaning costs. As the Landlord chose to move into the unit herself at a saving to the Landlord, I find that the Landlord has not substantiated that the Tenant caused any lost rental income. There is no evidence that the Landlord took any steps to mitigate the losses claimed. I dismiss the claim for lost rental income.

As the Landlord has been primarily successful, I find that the Landlord is entitled to recovery of the **\$50.00** filing fee for a total entitlement of **\$3,985.18**. Deducting the **\$100.00** payment from the Tenant and the security deposit of **\$950.00** plus zero interest leaves **\$2,985.18** owed by the Tenant.

#### Conclusion

I Order the Landlord to retain the security deposit plus interest of \$950.00 in partial satisfaction of the claim.

I grant the Landlord an order under Section 67 of the Act for **\$2,985.18**. If necessary, this order may be filed in the Small Claims Court and 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: July 11, 2016

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Residential Tenancy Branch