



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes

MNR, MNSD FF

### Introduction

On January 12, 2016, the Landlord submitted an Application for Dispute Resolution for a monetary order for unpaid rent or utilities; to keep the security deposit; and to recover the cost of the filing fee.

The Landlord and Tenant attended the teleconference hearing. The Landlord and Tenant provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

### Issues to be Decided

Is the Landlord entitled to a monetary order to recover unpaid rent?

Is the Landlord entitled to recover cleaning costs?

Is the Landlord entitled to keep the security deposit towards unpaid rent?

Is the Landlord entitled to recover the cost of the filing fee?

### Background and Evidence

The Landlord and Tenant testified that the tenancy began on August 20, 2015, as a fixed term tenancy for 8 months to continue thereafter as a month to month tenancy. Rent in the amount of \$1,100.00 is payable on the first of each month. The Tenant paid the Landlord a security deposit of \$550.00.

The Landlord testified that the Tenant broke the fixed term tenancy agreement by moving out of the rental unit on December 31, 2015. The Landlord testified that she got the keys for the rental unit from the Tenant on December 31, 2015.

The Landlord testified that she started advertising the rental unit on websites in February 2016. She testified that she was able to rent the unit to a new Tenant on March 3, 2016. The Landlord testified that she did not start advertising earlier because she believed that the Tenant was advertising the unit. The Landlord also testified that she wanted to wait until the unit was cleaned before she advertised the rental unit.

The Landlord testified that the rental unit needed some cleaning and she hired a cleaner to clean the unit. The Landlord is claiming \$150.00 for the cost of cleaning the rental unit.

The Landlord testified that because she was not able to rent the unit out until March 2016, she has suffered a loss of rent for February 2016. The Landlord requests that her claim be amended to include \$1, 100.00 for unpaid rent for February 2016.

The Landlord is also requesting the amount of \$11.34 for the cost of sending documents to the Tenant by Canada Post registered mail.

The Landlord is requesting to recover the cost of the filing fee for the application for dispute resolution.

The Landlord makes a total monetary claim in the amount of \$2,461.34 as follows:

- Rent for January 2016, in the amount of \$1,100.00
- Rent for February 2016, in the amount of \$1,100.00
- To recover the cost of the filing fee of \$100.00
- Cleaning fee in the amount of \$150.00
- Canada post fee in the amount of \$11.34

The Landlord asks to keep the security deposit in the amount of \$550.00 in partial satisfaction of her claim.

In response, the Tenant testified that she actually moved out of the rental unit at the end of September 2015, but continued to pay the rent until she handed the Landlord the keys on December 31, 2015. The Tenant testified that she started advertising the rental unit on November 20, 2015, but was not able to find a Tenant to rent the unit.

The Tenant testified that she is in agreement that the Landlord can keep the security deposit of \$550.00 in partial satisfaction of the Landlord's claim, but the Tenant does not agree with the Landlord's claim for February 2016, rent. The Tenant testified that the Landlord only started advertising the rental unit in February 2016, and therefore the Tenant should not be responsible to pay the rent for February 2016.

The Tenant agrees with the Landlord's claim for \$150.00 for the cleaning of the rental unit.

Section 44 of the Act states that a tenancy ends when a Tenant vacates or abandons the rental unit.

Section 7 of the Act states a Landlord or Tenant who claims compensation for damage or loss that results from the other's non-compliance with this Act, the regulations or their tenancy agreement must do whatever is reasonable to minimize the damage or loss.

### Analysis

Based on the evidence before me, the testimony of the parties, and on a balance of probabilities, I find that the Tenant ended the tenancy early on December 31, 2015.

The Landlord did not advertise the rental unit until sometime in February 2016. I find that by waiting a month to advertise the rental unit, the Landlord did not take reasonable steps to minimize the loss. The Landlord's claim for rent in the amount of \$1,100.00 for the month of February 2016 is dismissed without leave to reapply.

I find that the Landlord is entitled to rent in the amount of \$1,100.00 for the month of January 2016.

I grant the Landlord's claim for \$150.00 for cleaning the rental unit.

The Landlord's claim for \$11.34 for service of the documents for this hearing is denied. The cost of mailing the hearing documents and evidence is not compensable under the Act.

I order that the Landlord can keep the security deposit in the amount of \$550.00 in partial satisfaction of the Landlord's claim.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. I order the Tenant to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution.

I find that the Landlord has established a total monetary claim of \$1,350.00 comprised of \$1,100.00 for January 2016, rent; \$150.00 for cleaning fees; and the \$100.00 fee paid by the Landlord for this hearing. After setting off the security deposit of \$550.00 towards the claim of \$1,350.00, I find that the Landlord is entitled to a monetary order in the amount of \$800.00. This monetary order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court. The Tenant is cautioned that costs of such enforcement are recoverable from the Tenant.

### Conclusion

The Tenant ended the tenancy early. The Landlord has established a monetary claim in the amount of \$1,350.00. I order that the Landlord can keep the security deposit in the amount of \$550.00 in partial satisfaction of the Landlord's claim.

I grant the Landlord a monetary order in the amount of \$800.00.

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: July 14, 2016

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Residential Tenancy Branch

