



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding E Y PROPERTIES LTD
and [tenant name suppressed to protect privacy]

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, cost of cleaning and repairs and for the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of her claim.

The landlord served a copy of her application and the notice of hearing on the tenant in person on January 18, 2016. 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, cost of cleaning and repairs and for the filing fee? Is the landlord entitled to retain the security deposit?

Background and Evidence

The tenancy started on September 01, 2014. The monthly rent was \$1,375.00 payable on the first of each month. Prior to moving in the tenant paid a security deposit of \$687.50.

The rental unit is an apartment located in a building complex. The apartment was about nine months old at the time the tenancy started.

The landlord stated that on December 03, 2015, the tenant provided notice to end the tenancy effective January 01, 2016. The landlord found a tenant for January 01, 2016, but the tenant was not ready to move out that day. The landlord provided alternate accommodation to the new tenant.

The landlord stated that the tenant moved out on January 04, 2016 leaving the rental unit in a dirty condition. The landlord also stated that the tenant had a dog for a pet without the permission of the landlord and the dog had caused some damage to the rental unit. The landlord filed a copy of the move out inspection report along with photographs. The landlord's evidence was received by fax and the photographs were blacked out.

The landlord stated that a shelf in the door of the refrigerator was broken, the blinds were damaged and a cabinet had water damage. The landlord carried out the required repairs/replacement and filed an invoice in support of her monetary claim.

The landlord stated that he tenant moved into an adjacent apartment in the same building and that the new tenant moved into the rental unit on January 15, 2016. The landlord is claiming half a month's rent as a loss of income for this period.

The landlord is claiming the following:

1.	Loss of income	\$687.50
2.	Cleaning	\$420.00
3.	Cleaning up after dog	\$200.00
4.	Refrigerator door repair	\$100.00
5.	Repair blinds	\$125.00
6.	Repair cabinet	\$450.00
7.	Filing fee	\$100.00
	Total	\$2,082.50

Analysis

Based on the undisputed sworn testimony of the landlord, I find that the tenant overstayed beyond the end date of tenancy and left the unit in a condition that needed cleaning. The landlord had already found a tenant and had to place the tenant in alternative accommodation while the unit was being prepared for the new tenant.

Section 3 of the *Residential Tenancy Policy Guideline* states that at the end of tenancy, if the premises are un-rentable due to damage caused by the tenant, the landlord is entitled to claim damages for loss of rent. Therefore I find that the landlord is entitled to the loss of income suffered due to the tenant overstaying and leaving the unit in a condition that could not be rented. Accordingly I award the landlord her claim of \$687.50 for loss of income.

The landlord has provided adequate evidence by way of receipts, invoices, move out inspection report and verbal testimony to support her claim for cleaning and repairs. Therefore I find that the landlord is entitled to her claim for items #2 to #7 in the table above.

The landlord has proven her claim and therefore I award her the recovery of the filing fee of \$100.00.

Overall the landlord has established a claim of \$2,082.50. I order that the landlord retain the deposit of \$687.50 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 \$1,395.00. 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 for the amount of **\$1,395.00**.

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: September 01, 2016

Residential Tenancy Branch