



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNDC, MNR, MND, FF

Introduction

A hearing on July 07, 2016 was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for money owed or compensation for damage or loss, for a monetary Order for unpaid rent, for a monetary Order for damage, and to recover the fee for filing this Application for Dispute Resolution.

The hearing on July 07, 2016 was adjourned for reasons outlined in my interim decision of July 08, 2016.

The hearing was reconvened on August 31, 2016. That hearing was adjourned for reasons outlined in my interim decision of August 31, 2016.

At the hearing on August 31, 2016 the Witness for the Landlord stated that on December 11, 2015 she served the Application for Dispute Resolution, the Notice of Hearing, and 12 pages of evidence the Landlord submitted with the Application by mailing it to the Tenant, via registered mail, at the service address noted on the Application. She stated that the Tenant advised her that he could be served at this service address.

The Landlord cited a Canada Post tracking number that corroborates the testimony of the Witness for the Landlord. In the absence of evidence to the contrary I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*; however the Tenant did not appear at the hearing.

The hearing was reconvened on November 08, 2016 and was concluded on that date.

On September 12, 2016 the Landlord submitted 12 pages of evidence to the Residential Tenancy Branch. At the hearing on November 08, 2016 the Landlord confirmed that this was the 12 pages of evidence that was served to the Tenant on December 11, 2015 and I accepted the documents as evidence for these proceedings.

Issue(s) to be Decided

Is the Landlord entitled to compensation for damage to the rental unit and to compensation for unpaid rent/lost revenue?

Background and Evidence

The Landlord stated that:

- the tenancy began on August 01, 2013;
- the tenancy was for a fixed term, the fixed term of which ended on July 31, 2014
- on January 23, 2016 the Tenant informed the Landlord that she was vacating the unit at the end of January Of 2014;
- the rental unit was vacated by February 01, 2014;
- the Tenant agreed to pay monthly rent of \$1,000.00 by the first day of each month;
- the Tenant and the Landlord agreed that the security deposit of \$500.00 could be applied to rent for January of 2014; and
- the Tenant still owes \$500.00 in rent for January of 2014.

The Landlord is seeking to recover the \$500.00 in rent that is still due from January of 2014.

The Landlord is seeking compensation, in the amount of \$1,000.00, for lost revenue from February of 2014. The Landlord stated that after receiving notice that the Tenant was vacating the rental unit at the end of January he advertised the unit on a popular website but was unable to find a new tenant until March 01, 2014.

The Landlord is seeking compensation, in the amount of \$90.00, for cleaning the rental unit. The Landlord stated that the rental unit needed cleaning at the end of the tenancy and that he spent approximately 6 hours cleaning the unit.

The Landlord is seeking compensation, in the amount of \$50.00, for repairing one hole in a bedroom wall and holes in the wall that were the result of a television being mounted on the wall. The Landlord stated that he spent approximately 3 hours repairing the damage to the walls.

The Landlord is seeking compensation, in the amount of \$90.00, for cleaning the carpet in the rental unit. The Landlord stated that the carpet needed cleaning at the end of the tenancy. The Landlord was unable to locate a receipt for the carpet cleaning and he stated that the claim of \$90.00 was an estimate of what he paid to clean the carpet.

The Landlord is seeking compensation, in the amount of \$30.00, for repairing the blinds in the rental unit. The Landlord stated that he replaced approximately ten panels from the vertical blinds in the unit, which were damaged during the tenancy. The Landlord

was unable to locate a receipt for the cost of the panels but he estimates he paid approximately \$30.00 for 15 panels.

Analysis

On the basis of the undisputed evidence I find that the Tenant entered into a tenancy agreement with the Landlord that required the Tenant to pay monthly rent of \$1,000.00 by the first day of each month. I find that this fixed term tenancy began on August 01, 2014 and the fixed term was to end on July 31, 2014.

On the basis of the undisputed evidence I find that the Tenant still owes \$500.00 in rent for January of 2014. As the Tenant is required to pay rent, pursuant to section 26 of the *Act*, I find that the Tenant must pay \$500.00 in rent for January of 2014.

On the basis of the undisputed evidence I find that the Tenant did not comply with section 45(2) of the *Act* when she ended this fixed term tenancy on a date that was earlier than the end date specified in the tenancy agreement. I therefore find that the Tenant must compensate the Landlord for any losses the Landlord experienced as a result of the Tenant's non-compliance with the *Act*, pursuant to section 67 of the *Act*.

In these circumstances I find that the Tenant must pay \$1,000.00 to the Landlord for the loss of revenue that the Landlord experienced in February of 2016.

Proving a claim in damages includes establishing that damage or loss occurred; establishing that the damage or loss was the result of a breach of the tenancy agreement or *Act*; establishing the amount of the loss or damage; and establishing that the party claiming damages took reasonable steps to mitigate their loss.

On the basis of the undisputed evidence I find that the Tenant failed to comply with section 37(2) of the *Act* when the Tenant failed to leave the rental unit in reasonably clean condition at the end of the tenancy. I therefore find that the Landlord is entitled to compensation for the six hours he spent cleaning the rental unit. I find that the claim of \$90.00 is reasonable for the time spent cleaning the unit and I grant him compensation in that amount.

On the basis of the undisputed evidence I find that the Tenant failed to comply with section 37(2) of the *Act* when the Tenant failed to repair the walls that were damaged during the tenancy. I therefore find that the Landlord is entitled to compensation for the three hours he spent repairing the damage. I find that the claim of \$50.00 is reasonable for the time spent repairing the damage and I grant him compensation in that amount.

On the basis of the undisputed evidence I find that the Tenant failed to comply with section 37(2) of the *Act* when the Tenant failed to leave the carpet in reasonably clean condition at the end of the tenancy and she failed to repair the blinds that were damaged during the tenancy.

In addition to establishing that a tenant has damaged a rental unit, a landlord who is claiming compensation for that damage bears the burden of proving the actual monetary amount of the loss or damage. In my view, this includes providing a copy of a receipt whenever that is possible, with reasonable diligence. As the Landlord has failed to provide a receipt for the cost of cleaning the carpet or repairing the damaged blind, I dismiss his claim for compensation for this damage.

I find that the Landlord's Application for Dispute Resolution has merit and that the Landlord is entitled to recover the fee for filing this Application for Dispute Resolution.

Conclusion

The Landlord has established a monetary claim, in the amount of \$1,740.00, which is comprised of \$1,500.00 in unpaid rent/lost revenue; \$90.00 for cleaning; \$50.00 for repairing damaged walls; and \$100.00 in compensation for the fee paid to file this Application for Dispute Resolution.

Based on these determinations I grant the Landlord a monetary Order for the amount \$1,740.00. In the event the Tenant does not voluntarily comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia 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: November 08, 2016

Residential Tenancy Branch