



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, MNDC, MND, MNSD, 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 compensation - Section 67;
3. A Monetary Order for damages to the unit - Section 67;
4. An Order to retain the security deposit - Section 38; and
5. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord’s evidence that each Tenant was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. Neither Tenant attended the hearing. 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 May 1, 2016 for a fixed term to end April 30, 2017. The tenancy ended on June 27, 2016. Rent of \$1,300.00 was payable on the first day of each month. At the outset of the tenancy the Landlord collected \$650.00 as a security

deposit. The Parties mutually conducted a move-in inspection with completed report. The Landlord made several offers to conduct a move-out inspection including providing a final offer in writing and neither of the Tenants agreed to attend an inspection. The Landlord conducted the inspection herself and completed a condition report. The Landlord received Tenant LH's forwarding address on June 12, 2016 and Tenant DU's address on June 27, 2016.

The Tenants failed to pay full rent for June 2016 and the Landlord claims \$425.00.

On or before May 20, 2016 the Tenant gave notice to end the tenancy for June 30, 2016. The Landlord advertised the unit immediately on several online sites for the same rental amount with occupancy available July 1, 2016. The Landlord was not able to rent the unit until August 6, 2016. The Landlord claims lost rental income for the period July 1 to August 5, 2016 inclusive in the total amount of \$1,467.74.

The Tenants left the dishwasher damaged by glass fragments and claims \$99.75 for plumbing costs. The dishwasher was purchased new in September 2015.

The Tenants left a toilet seat cracked and the Landlord claims \$13.43 for the cost of its replacement. The toilet seat was originally purchased in October 2015 for the same amount and the Landlord agrees that it is a cheap product.

The Tenants failed to return any keys at the end of the tenancy and the Landlord claims \$126.70 for the costs of a locksmith and new keys.

The Landlord claims costs to carry out landlord duties and obligations related to the end of the tenancy, including, inter alia, re-renting and condition inspections. The Landlord claims airline, ferry and mileage costs, food and supply costs, lost employment income and the costs of hiring a property management company.

### 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. Based on the undisputed evidence of the Landlord I find that the Tenants failed to pay full rent for June 2016 and that the Landlord is therefore entitled to the arrears of **\$425.00**. Based on the undisputed evidence of the Landlord that the tenancy ended before the end of the fixed term, accepting that upon receiving the Tenants notice to end the tenancy the Landlord acted to mitigate the losses by immediately advertizing the unit for rent at the same rental amount and given that the unit was not rented until August 6, 2016 I find that the Landlord has substantiated the lost rental income claimed of **\$1,467.74**.

Section 37 of the Act provides that when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear, and give the landlord all the keys or other means of access that are in the possession or control of the tenant and that allow access to and within the residential property. Based on the undisputed evidence of the Landlord I find that as a result of the failure of the Tenants to return all the keys the Landlord had to rekey the locks. The Landlord is therefore entitled to locksmith costs of **\$126.70**. Based on the undisputed evidence that the Tenants left the dishwasher damaged and given the invoice for repairs I find that the Landlord is entitled to **\$99.75** for the plumbing costs. Given the original value of the toilet seat that cracked I find that the damage was caused merely by wear and tear and I dismiss this claim.

As there is nothing in the Act that allows claims for costs related to the Landlord carrying out its duties or for hiring someone to carry out its duties I dismiss the claims for the Landlord's time and travel costs and for the property management costs.

As the Landlord's application has had merit I find that the Landlord is entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$2,219.19**. Deducting the

security deposit plus zero interest of **\$650.00** leaves **\$1,569.19** owed by the Tenants to the Landlord.

Conclusion

I Order the Landlord to retain the security deposit plus interest of \$650.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the remaining amount of **\$1,569.19**. 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: January 13, 2017

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Residential Tenancy Branch