



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CAPILANO PROPERTY MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

MND MNSD MNR FF

Introduction

This hearing was convened in response to an application by the landlord under *the Residential Tenancy Act* (the Act) for loss of revenue, carpet cleaning, drapes cleaning, and to recover the filing fee. The landlord seeks to solely retain the security deposit and pet damage deposits in the sum of \$400.00 in full satisfaction of all their monetary claims.

I accept the landlord's evidence that despite the tenant having been served with the application for dispute resolution and notice of hearing by *registered mail* in accordance with Section 89 of the Residential Tenancy Act (the Act) the tenant did not participate in the conference call hearing. The landlord provided proof of mail registration for the Notice of Hearing and subsequent evidence. Having been satisfied the tenant received the landlord's evidence the landlord was permitted to fax the same evidence of 12 pages comprised of the tenancy agreement, the tenant's rent ledger and a receipt for drapery cleaning.

Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

Issue(s) to be Decided

Is the landlord entitled to the monetary amount claimed?

Background and Evidence

The undisputed relevant testimony in this matter is as follows. The tenancy started

May 01, 2016 as a 12 month fixed term tenancy agreement ending April 31, 2017. Under the tenancy agreement rent in the amount of \$655.00 was payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit and a pet damage deposit each in the amount of \$200.00 for a total of \$400.00 which the landlord retains in trust. The landlord claims the tenant vacated abruptly June 27, 2016 without notice to the landlord; on which day they also provided the landlord their forwarding address. Despite the nature and timing of the tenant's move the landlord provided evidence they posted on-line advertisements on Craigslist but were unable to re-rent the unit 3 days later for July 01, 2016.

The landlord also testified and ultimately provided that the tenancy agreement addendum states the tenant is responsible to dry clean the drapes of the rental unit and have the carpets professionally cleaned prior to vacating the rental unit, and the tenant failed to do so. The landlord provided a copy of the dry cleaning invoice for the drapes in the amount of \$88.84.

Analysis

On preponderance of the evidence in this matter, I have reached a Decision upon the following findings.

I find the tenant ended the tenancy without providing the landlord with legal notice under the Act to end the tenancy as required by Section 45. However, I find that while the Act requires tenants to give one *full month's* notice that they are vacating, the Act does not attach a penalty for failing to do so or automatically entitle the landlord to loss of revenue. That is, there is no provision in the Act whereby tenants who fail to give adequate notice will be automatically held liable for loss of income for the month following the month in which they give their notice. However, **Section 7** of the Act *does* provide as follows:

7. Liability for not complying with this Act or a tenancy agreement

- 7(1) If a landlord or tenant does not comply with this Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other for damage or loss that results.
- 7(2) 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.

As a result of the tenant's non-compliance with the tenancy agreement or the Act, I accept the landlord's evidence that under the circumstances with which they were presented the landlord took immediate steps and did what was *reasonable* to minimize and avert future losses of rent revenue but were unable to re-rent the unit for July 01, 2016. I have not received sufficient evidence from the landlord of what efforts they made to re-rent the unit for July 15, 2016. As a result I find the landlord has met the above test for loss in respect to the period of July 01, 2016 to July 14, 2016 and as a result are owed compensation for loss of revenue in the amount of one half month's rent of **\$327.50**. I accept the landlord's evidence in respect to dry cleaning of the drapes. In this respect I find the landlord is owed the invoice amount of **\$88.84**. The landlord is also entitled to recover their filing fee. The security deposit and pet damage deposit will be off-set from any award made herein.

Calculation for Monetary Order

Loss of revenue	\$327.50
Drapery dry cleaning	88.84
Filing fee	100.00
<i>Less applicable security & pet damage deposits</i>	<i>-400.00</i>
residual monetary award to landlord	\$116.34

As the landlord solely seeks to retain the deposits in trust **I Order** the landlord may retain the security deposit in the amount of \$200.00 and the pet damage deposit in the amount of \$200.00 **in full and final satisfaction of the landlord's claims.**

Conclusion

The landlord's application has been granted

This Decision is final and binding on both parties.

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 16, 2017

Residential Tenancy Branch

