



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND MNR MNSD OPN FF

### Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution, dated December 20, 2016 (the "Application"). The Landlord applied for the following relief pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for damage to the unit, site or property;
- a monetary order for unpaid rent or utilities;
- an order that the Landlord be permitted to retain all or part of the pet damage deposit or security deposit;
- an order of possession; and
- an order granting recovery of the filing fee.

The Landlord was represented at the hearing by D.M., who provided affirmed testimony. The Tenants did not attend the hearing.

On behalf of the Landlord, D.M. testified the Application package was served on the Tenants on December 21, 2016, at the forwarding address they provided. Canada Post registered mail receipts were submitted with the Landlord's documentary evidence. Pursuant to sections 89 and 90 of the *Act*, documents served by registered mail are deemed to be received five days later. I find the Tenants are deemed to have received the Landlord's Application package on December 26, 2017.

The Landlord's agent was provided with the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Preliminary and Procedural Matters

The Landlord applied for an order of possession with respect to the rental unit. However, D.M. testified the Tenants vacated the rental unit in mid-November 2016. Accordingly, an order of possession is not required and I have not considered this aspect of the Landlord's Application further in this Decision.

### Issues to be Decided

1. Is the Landlord entitled to a monetary order for damage to the unit, site or property?
2. Is the Landlord entitled to a monetary order for unpaid rent or utilities?
3. Is the Landlord entitled to keep all or part of the security deposit or pet damage deposit in partial satisfaction of the claim?
4. Is the Landlord entitled to an order granting recovery of the filing fee?

### Background and Evidence

The Landlord submitted a copy of the tenancy agreement between the parties into evidence. It confirms the tenancy began as a fixed-term tenancy for the period from May 1, 2015 to April 30, 2016. D.M. testified the Tenants subsequently signed a further fixed-term tenancy agreement from May 1, 2016 to April 30, 2017. However, the Tenants vacated the rental unit without notice in mid-November 2016. Rent in the amount of \$2,750.00 per month was due on the first day of each month. The Tenant paid a security deposit of \$1,375.00 and a pet damage deposit of \$1,375.00, which the Landlord holds.

The Landlord's monetary claim was summarized in a Monetary Order Worksheet, dated December 20, 2016. First, the Landlord claimed \$5,500.00 for lost rent for December 2016 and January 2017. According to D.M., the Tenants vacated the rental unit without notice in mid-November 2016. He testified that, despite advertising the rental property on various websites, and sending email notification to realtors, the Landlord was unable to rent the property until February 1, 2017.

Second, the Landlord claimed \$500.00 for cleaning costs. In support, the Landlord submitted a copy of the Condition Inspection Report and a copy of a hand-written receipt in the amount claimed. Further, D.M. testified the entire rental property, including appliances and floors, needed to be cleaned. He stated stickers were left on the windows, and some areas needed to be repainted. In addition, the company hired to do the cleaning also had to remove furniture and other items left behind by the Tenants.

The Tenants did not attend the hearing to dispute the Landlord's evidence.

### Analysis

Based on the unchallenged and affirmed oral testimony and documentary evidence, and on a balance of probabilities, I find:

If damage or loss results from a party not complying with the *Act*, Regulation or a tenancy agreement, section 67 of the *Act* empowers an arbitrator to determine the amount of, and order a party to pay, compensation to the other party.

With respect to the Landlord's claim for \$5,500.00 for unpaid rent, I find the Tenants breached the fixed-term tenancy agreement when they vacated the rental property without notice in mid-November 2016, and that the Landlord was unable to rent the property to new tenants until February 1, 2017. Accordingly, I grant the Landlord a monetary award of \$5,500.00.

With respect to the Landlord's claim for \$500.00 for cleaning, I grant the Landlord a monetary award in the amount claimed. The Landlord's unchallenged testimony confirmed cleaning was required beyond normal wear and tear.

Having been successful, I also grant the Landlord an award of \$100.00 as recovery of the filing fee paid to make the Application, and order that the Landlord is permitted to retain the security deposit and pet damage deposit in partial satisfaction of the claim.

Pursuant to section 67 of the *Act*, I grant the Landlord a monetary order in the amount of \$3,350.00, which has been calculated as follows:

<b>Claim</b>	<b>Amount</b>
Unpaid rent (December 2016/January 2017):	\$5,500.00
Cleaning:	\$500.00
Filing fee:	\$100.00
<i>LESS</i> security deposit and pet damage deposit:	(\$2,750.00)
<b>TOTAL:</b>	<b>\$3,350.00</b>

### Conclusion

The Landlord is granted a monetary order in the amount of \$3,350.00. This order may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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: June 20, 2017

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Residential Tenancy Branch