



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CALLAN PROPERTY GROUP LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MNDC, MNSD, FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the Act) for:

- an order of possession for unpaid rent pursuant to section 55;
- a monetary order for unpaid rent and for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38;
- authorization to recover their filing fee for this application from the tenant pursuant to section 72.

The landlord, M.L. (the landlords) attended the hearing via conference call and provided undisputed affirmed testimony. The tenant did not attend or submit any documentary evidence. The landlords provided undisputed evidence that the tenant was served with the notice of hearing package and the submitted documentary evidence on March 17, 2017 via Canada Post Registered Mail. I accept the undisputed affirmed evidence of the landlords and find that the tenant was properly served as per sections 88 and 89 of the Act.

At the outset, the landlords stated that the tenant had vacated the rental unit on February 14, 2017. The landlord was not able to clarify why the application was filed seeking an order of possession on March 16, 2017 when the tenant had vacated on February 14, 2017. In any event the landlord's request was cancelled and no further action is required for this portion of the application.

Issue(s) to be Decided

Are the landlords entitled to a monetary order for unpaid rent, for money owed or compensation for damage or loss and recovery of the filing fee?

Are the landlords entitled to retain all or part of the security deposit?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

This tenancy began on September 1, 2016 on a fixed term tenancy ending on February 28, 2016 as per the submitted copy of the signed tenancy agreement dated August 30, 2016. The monthly rent is \$925.00 payable on the 1st day of each month. A security deposit of \$462.50 was paid on August 26, 2016. A condition inspection report was completed for the move-in only on September 29, 2016.

The landlord seeks a monetary order for unpaid rent and money owed for compensation of \$2,254.75 which consists of:

\$925.00	Unpaid Rent, February 2017
\$925.00	Loss of Rental Income, March 2017
\$100.00	Carpet Cleaning
\$204.75	Blind Cleaning
\$100.00	General Cleaning

The landlords stated that the tenant was served with a 10 Day Notice for Unpaid Rent dated February 3, 2017 in person on the same date. The 10 Day Notice states that the tenant failed to pay rent of \$925.00 that was due on February 1, 2017 and displays an effective end of tenancy date of February 16, 2017.

The landlords claim that the tenant failed to pay any rent or provide notice that he was vacating the rental unit. On February 14, 2017 the landlords discovered that the tenant had vacated the rental unit leaving it dirty requiring general cleaning, carpet cleaning and blind cleaning. The landlords have submitted copies of the invoices for the 3 items of claim for cleaning.

The landlords also provided undisputed affirmed evidence that efforts to re-rent the unit began on February 15, 2017 through online advertising and a building sign. The landlords reported that a new tenant was successfully found for April 1, 2017.

In support of this application the landlords have provided:

- A copy of the signed tenancy agreement dated August 30, 2016
- A copy of the invoice dated February 27, 2017 for carpet cleaning
- A copy of the invoice dated February 23, 2017 for Blind Cleaning
- A copy of the invoice dated February 27, 2017 for cleaning
- A copy of the 10 Day Notice dated February 3, 2017
- A copy of the Tenant Ledger for the period September 2016 to March 2017
- A copy of the completed condition inspection report for the move-in dated September 29, 2016
- A copy of the incomplete condition inspection report for the move-out dated February 14, 2017

Analysis

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party. In order to claim for damage or loss under the *Act*, the party claiming the damage or loss bears the burden of proof. The claimant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage.

In this case, I accept the undisputed evidence of the landlords and find that the tenant was served with the 10 Day Notice dated February 3, 2017 in person on February 3, 2017.

I accept the landlords' undisputed evidence that the tenant failed to pay rent of \$925.00 that was due on February 1, 2017.

I accept the landlords undisputed evidence that the tenant vacated the rental unit without notification to the landlords and that the landlord have made reasonable efforts upon finding the vacant rental unit on February 14, 2017 by advertising the rental premises to be re-rented on February 15, 2017. As the landlord was unable to re-rent

the unit until April 1, 2017, I find that the landlord has established a claim for loss of rental income of \$925.00

I accept the landlords' undisputed evidence that the tenant vacated the rental unit leaving it dirty requiring cleaning, carpet cleaning and blind cleaning as claimed in the submitted invoices. As such, the landlords have established a claim of \$404.75.

The landlords have established a total monetary claim of \$2,254.75.

The landlords having been successful are also entitled to recovery of the \$100.00 filing fee.

I authorize the landlords to retain the \$462.50 security deposit in partial satisfaction of this claim.

Conclusion

The landlords are granted a monetary order for \$1,792.25.

This order must be served upon the tenant. Should the tenant fail to comply with the order, the order may be filed in the Small Claims Division of the Provincial 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: August 17, 2017

Residential Tenancy Branch