



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute codes

MND, MNR, FF

Introduction

A hearing was convened under the *Residential Tenancy Act* (the “Act”) to deal with the landlord’s application filed March 14, 2017 for monetary compensation and recovery of the application filing fee. At the outset of the hearing the agent for the landlord advised that the matter of the security deposit had been resolved at another hearing in the tenants’ favour and the landlord therefore withdrew its application for authorization to retain the security deposit. The landlord also withdrew its application for substituted service.

An agent attended for the landlord and had a full opportunity to be heard, to present documentary evidence and to make submissions.

As the tenants did not attend, service of the landlord’s application and notice of hearing was considered. The landlord advised that the tenants had been served at the forwarding address SK had provided to the landlord by registered mail addressed to SK. A Canada Post tracking number was provided in support. The landlord advised that the tracking information indicated that SK had received the materials. In accordance with sections 89 and 90 of the Act, I accept that SK was duly served.

Issues to be Decided

Is the landlord entitled to compensation?

Is the landlord entitled to recover the application filing fee?

Background and Evidence

A copy of the tenancy agreement was in evidence. This tenancy began on December 15, 2015 for a fixed term ending December 14, 2016. Rent of \$2,800.00 was due on the first of each month. The agreement includes an addendum providing that the landlord will charge a "re-rental fee" of \$500.00 if the tenants breach the fixed term tenancy by ending the tenancy early.

The landlord testified that the tenants vacated on October 13, 2016, and stopped payment on their rent cheque for October. The landlord secured new tenants for October 15. Accordingly, the landlord claims for half the month's rent.

The landlord also claims \$147.00 for the cost of cleaning the carpets. An invoice for this amount and text correspondence between the one of the tenants and the landlord suggesting that the tenants had not cleaned the carpet was in evidence.

Analysis

Sections 7 and 67 of the Act establish that a tenant who does not comply with the Act, Regulation or tenancy agreement must compensate the landlord for damage or loss that results from that failure to comply. The landlord claims unpaid rent for the first half of October, and I accept that claim. The tenants were living in the rental unit for that period of time and were therefore responsible for paying rent. A landlord is required to mitigate, or minimize, her losses, and this landlord did so by securing a new tenant for October 15. This is why the landlord claims lost rent only for half of the month, or \$1,400.00.

The landlord also seeks \$500.00 in liquidated damages. The tenants have contracted to pay this amount and I therefore order that they do so.

Lastly, the landlord seeks the cost of carpet cleaning in the amount of \$147.00. I also award that amount. A tenant is generally required to have the carpets professionally cleaned at the end of a tenancy of this duration.

As the landlord was successful in this application, I find that the landlord is also entitled to recover the \$100.00 filing fee.

Conclusion

I issue a monetary order for the landlord in the total amount of **\$2,147.00**, inclusive of the filing fee. As the landlord has only established service on SK, the order can only go against SK.

The tenant must be served with this order as soon as possible. Should the tenant fail to comply with this order, it 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 Act. Pursuant to s. 77, a decision or an order is final and binding, except as otherwise provided in the Act.

Dated: August 15, 2017

Residential Tenancy Branch