



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

MNDC MND MNR 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 damage and loss - Section 67
3. To retain the security deposit – Section 38
4. To recover the filing fee – Section 72

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 Act the tenant did not participate in the conference call hearing. The landlord provided proof of registered mail service, which was purportedly unclaimed by the tenant. The landlord testified they sent to the tenant the evidence they submitted to this proceeding. 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 undisputed evidence is as follows. The tenancy began November 01, 2016 and ended May 13, 2017. I have benefit of a copy of the tenancy agreement. Rent in the amount of \$1320.00 was payable in advance on the first day of each month. At the outset of the tenancy the landlord collected a security deposit from the tenant in the amount of \$330.00 which they retain in trust. The landlord claims tenant failed to pay \$320.00 of the agreed rent in the month of March 2017 and that they further failed to

pay rent for April and May 2017. The landlord claims the tenant vacated the rental unit May 13, 2017. The landlord claims they conducted a move in inspection with the tenant at the start of the tenancy, however they claim that the tenant twice rejected requests for a condition inspection at the end of the tenancy. The landlord did not provide evidence of a Notice for Final inspection. The landlord claims they completed a condition inspection report (CIR) for the start and end of the tenancy inspections however did not submit either. None the less, the landlord testified that the tenant left the unit unclean and broke the hinges of the suite door. The landlord is claiming \$35.00 for their labour to repair the door, as well as \$378.00 for cleaning the carpets, stove, refrigerator, garbage cleaning and sweeping and mopping. The landlord submitted an invoice dated May 23, 2017 for cleaning costs.

The landlord further claims loss of revenue for June 2017 due to the tenant vacating 2 weeks into May 2017. The landlord claims they fixed the door and had the unit cleaned.

### **Analysis**

*The full text of the Act, and other resources, can be accessed via the Residential Tenancy Branch website: [www.gov.bc.ca/landlordtenant](http://www.gov.bc.ca/landlordtenant).*

In the absence of the CIR or other proof respecting the state or condition of the unit at the end of the tenancy I find that the landlord has not provided sufficient evidence to support their claim of deficiencies in the unit at the end of the tenancy. As a result, I must dismiss the landlord's claim for labour and for cleaning.

In respect to the landlord's claim for loss of revenue for June 2017, even if I were to have granted the landlord their claim for labour and for cleaning, I find that the landlord has not provided any evidence supporting whatever reasonable efforts they made to mitigate such a potential loss, as required by **Section 7(2)** of the Act, which states:

#### **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 I must dismiss the landlord's claim for loss of revenue for June 2017.

Based on the landlord's undisputed testimony I find that the tenant did not satisfy all the rent for March, 2017 and did not satisfy the rent for April and May 2017. I find the landlord has established a monetary claim for unpaid rent to May 2017. The landlord is also entitled to recovery of the filing fee. The security deposit will be off-set from the award made herein.

*Calculation for Monetary Order*

Unpaid rent March 2017	\$320.00
Unpaid rent April 2017	\$1320.00
Unpaid rent May 2017	\$1320.00
Filing Fee	\$100.00
<b>Landlord's monetary award</b>	<b>\$3060.00</b>
<i>Less Security Deposit</i>	<i>-\$330.00</i>
<b>Monetary Order</b>	<b>\$2730.00</b>

**Conclusion**

**I Order** that the landlord retain the security deposit of \$330.00 in partial satisfaction of the claim and I grant the landlord an Order under Section 67 of the Act for the balance due of **\$2730.00**. If necessary, this Order may be filed in the Small Claims Court and enforced as an Order of that Court.

The landlord's application is granted in part.

**This Decision is final and binding.**

*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: November 06, 2017

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Residential Tenancy Branch