



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MNSD, MNR, MND, MNDC, FF*

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for a monetary order for the cost of repairs, cleaning, loss of income and the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of his claim.

The landlord testified that on July 19, 2017, he applied for substitute service to allow him to serve the tenant with the notice of hearing package by email. The landlord was granted leave to do so. On November 07, 2017, the landlord served the tenant with the hearing package by email. The parties corresponded by email after that date.

Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

Issues to be decided

Is the landlord entitled to a monetary order for the cost of repairs, cleaning, loss of income rent and the filing fee? Is the landlord entitled to retain the security deposit?

Background and Evidence

The landlord testified that he purchased the rental property in April 2017. The seller requested to be allowed to stay until May 31, 2017. The parties entered into a fixed term tenancy agreement. The agreed upon rent was \$2,000.00 per month and the tenant paid a security deposit of \$1,000.00.

A copy of the tenancy agreement was filed into evidence. In that agreement the tenant initialled the term that states that on May 31, 2017, the tenancy ends and the tenant must move out of the residential unit.

The tenant requested an extension and the landlord agreed to allow the tenancy to continue until July 01, 2017. The landlord advertised the availability of the rental unit and a new tenant was found for July 01, 2017. The tenant moved out on July 01, 2017.

The landlord testified that the unit was left in a condition that needed considerable repair, cleaning and junk removal. The walls were damaged in several places, the blinds were dirty and damaged and the carpet needed shampooing. A move out inspection report and photographs of the unit at the start and end of tenancy were filed into evidence. The photographs confirm the landlord's testimony.

The landlord testified that the new tenants moved in but paid rent effective July 15, 2017, while the cleaning and repair work was carried out in the first half of the month. The landlord is claiming the loss of income he suffered in the amount of \$1,100.00.

The landlord has also claimed the cost of travel to the rental unit, car rental, fuel and meals. I explained to the landlord that if he chooses to reside at a distance from the rental unit, the tenant was not responsible for the costs he incurred for travel, car rental, fuel and meals. The landlord understood that this is the cost of doing business as a landlord.

The landlord has also applied for the recovery of the filing fee and to retain the deposit in partial satisfaction of his claim.

Analysis

Based on the undisputed testimony of the landlord and the documents, receipts and photographs filed into evidence, I find that the landlord has provided sufficient evidence to establish his claim for **\$2,067.99** for the cost of cleaning, junk removal and repairs.

Residential Tenancy Policy Guideline #3 states that when a tenancy has ended and the premises are un-rentable due to damage caused by the tenant, the landlord is entitled to claim damages for loss of rent. The landlord is required to mitigate the loss by completing the repairs in a timely manner.

Based on the landlord's testimony and the evidence filed by the landlord, I find that the rental unit was left in an un-rentable condition and therefore I award the landlord his claim for the loss of income that he suffered in the amount of **\$1,100.00**.

The landlord has proven his claim and is entitled to the recovery of the filing fee of **\$100.00**.

Overall the landlord has established a claim of \$3,267.99. I order that the landlord retain the security deposit of \$1,000.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$2,267.99. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord leave to retain the security deposit. I also grant the landlord a monetary order in the amount of \$2,267.99.

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 26, 2018

Residential Tenancy Branch