



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNR

### Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution, made on December 12, 2017 (the "Application"). The Landlord applied for a monetary order for unpaid rent or utilities, pursuant to the *Residential Tenancy Act* (the "Act").

The Landlord attended the hearing at the appointed date and time, and provided affirmed testimony. The Tenant did not attend the hearing.

The Landlord testified the Application package was served on the Tenant by registered mail on December 12, 2017. 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 Tenant is deemed to have received the Application package on December 17, 2018.

The Landlord testified that a further documentary evidence package was served on the Tenant by registered mail on June 4, 2018. Pursuant to sections 88 and 90 of the *Act*, documents served by registered mail are deemed to be received five days later. I find the Tenant is deemed to have received the documentary evidence package on June 9, 2018.

The Landlord was provided with a full 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.

### Issue to be Decided

Is the Landlord entitled to a monetary order for unpaid rent or utilities?

### Background and Evidence

The Landlord testified the tenancy began on June 1, 2013, and ended when the Tenant vacated the rental unit without notice on December 3, 2017. Rent in the amount of \$1,000.00 per month was due on the first day of each month. The Tenant paid a security deposit in the amount of \$500.00, which the Landlord holds.

As noted above, the Landlord testified the Tenant vacated the rental unit without notice on December 3, 2017, and that the Tenant did not pay rent when due on December 1, 2017. Further, the Landlord testified he was unable to re-rent the unit until March 1, 2018, due to the condition of the rental unit at the end of the tenancy. Specifically, the Landlord testified he had to replace carpets and underlay. This decision was based on the advice of a carpet cleaner who advised the carpet could not be cleaned. He also testified linoleum needed to be replaced, that the kitchen and bathroom needed to be cleaned, and that the rental unit needed to be repainted.

### Analysis

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

Section 26 of the *Act* confirms that a tenant must pay rent when due under a tenancy agreement, whether or not the landlord complies with the *Act*, the regulations or the tenancy agreement, unless the tenant has a right under the *Act* to deduct all or a portion of the rent. In this case, the Landlord testified, and I find, that rent was not paid when due on December 1, 2017. The Landlord testified further that the rental unit could not be re-rented until March 1, 2017, and sought to recover an additional two months of rent for January and February 2018. However, section 7(2) of the *Act* confirms that a party who claims compensation for damage or loss must do whatever is reasonable to minimize the damage or loss. In this case, I find there is insufficient evidence before me to conclude the Landlord did what was reasonable to minimize the damage or loss. For example, the Landlord did not submit photographic evidence depicting the condition of the rental unit, a copy of the new tenancy agreement, or documentary evidence confirming efforts made to clean, repair, or re-rent the unit as soon as practicable.

Accordingly, I find it is reasonable in the circumstances to find that the Landlord is entitled to recover unpaid rent for the months of December 2017 and January 2018, or \$2,000.00.

Having been successful, I find the Landlord is entitled to recover the filing fee. I also find it appropriate in the circumstances to order that the Landlord may retain the security deposit held in partial satisfaction of the claim. Accordingly, pursuant to section 67 of the *Act*, I find the Landlord is entitled to a monetary order in the amount of \$1,600.00, which has been calculated as follows:

<b>Claim</b>	<b>Amount</b>
Unpaid rent:	\$2,000.00
Filing fee:	\$100.00
<i>LESS</i> security deposit:	(\$500.00)
<b>TOTAL:</b>	<b>\$1,600.00</b>

### Conclusion

The Landlord is granted a monetary order in the amount of \$1,600.00. The 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 19, 2018

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Residential Tenancy Branch