



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Decision Codes: FF, MNR, MNDC, MNSD

Introduction

The Application for Dispute Resolution filed by the landlord makes the following claims:

- a. A monetary order in the sum of \$1019 for loss of rent and damages
- b. An order to keep the security deposit.
- c. An order to recover the cost of the filing fee

The tenant(s) failed to appear at the scheduled start of the hearing which was 1:00 p.m. on July 24, 2018. A representative of the landlord was present and ready to proceed. I left the teleconference hearing connection open and did not start the hearing until 10 minutes after the schedule start time in order to enable the tenant to call in. The tenants failed to appear. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I then proceeded with the hearing. The representative of the landlord was given a full opportunity to present affirmed testimony, to make submissions and to call witnesses.

On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

I find that the Application for Dispute Resolution and Notice of Dispute Resolution Hearing was sent by registered mail to the forwarding address provided by the Tenant on May 29, 2018. With respect to each of the applicant's claims I find as follows:

Issues to be Decided

The issues to be decided are as follows:

- a. Whether the landlord is entitled to a monetary order and if so how much?
- b. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?
- c. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence:

The parties entered into a fixed term written tenancy agreement that provided that the tenancy would start on February 18, 2018 and end on January 31, 2019. The tenancy agreement provided that the tenant(s) would pay rent of \$875 per month payable in advance on the first day of each month. The tenant paid a security deposit at the start of the tenancy. The landlord returned the security deposit to the tenant.

On April 5, 2018 the tenant gave the landlord notice she was vacating the rental unit at the end of April. The landlord advertised shortly after he received notice. The landlord was not able to rent the rental unit for May 2018 and suffered a loss of rent for that month of May 2018.

Landlord's Application - Analysis

The Residential Tenancy Act provides the tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access. The tenant must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant and is liable to compensate the landlord for failure to do so. In some instances the landlord's standards may be higher than what is required by the Act. The tenant is required to maintain the standards set out in the Act. The tenant is not required to make repairs for reasonable wear and tear. The applicant has the burden of proof to establish the claim on the evidence presented at the hearing.

Monetary Order and Cost of Filing fee

With respect to each of the landlord's claims I find as follows:

- a. I determined the landlord has established a claim against the tenant in the sum of \$875 for loss of rent for May 2018. The tenant is responsible to pay the rent in a fixed term tenancy subject to the landlord's obligation to act reasonably to lessen his loss. The landlord advertised shortly after the tenant gave notice but he was unable to rent the rental unit for the month of May 2018. I determined the landlord has sufficiently attempted to mitigate his loss.
- b. I determined the landlord is entitled to \$90 for the cost of cleaning the rental unit.
- c. I determined the landlord is entitled to \$54.86 for the cost of renting a carpet cleaner.

In summary I determined the landlord has established a monetary claim against the tenant(s) in the sum of \$1019.86 plus the \$100 filing fee for a total of \$1119.86

Security Deposit

The landlord returned the security deposit to the tenant. As a result there is no security deposit to be set off against this monetary order.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial Court and enforced as an Order of that Court.

Conclusion

In summary I ordered that the tenant pay to the landlord the sum of \$1119.86

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this 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 final and binding on the parties.

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: July 24, 2018

Residential Tenancy Branch