



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      FFL MNDCL MNDLS MNRL

### Introduction

This hearing dealt with the landlords' application pursuant to the *Residential Tenancy Act* ("Act"):

- a Monetary Order for unpaid rent and damages pursuant to section 67; and
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The tenants did not attend this teleconference hearing, which lasted approximately 15 minutes. The line remained open throughout the hearing. The landlord attended and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The landlord testified that they served each of the tenants with the application for dispute resolution and evidence by registered mail sent to a forwarding address confirmed by the tenants on March 27, 2018. The landlord provided two Canada Post tracking numbers as evidence of service. Based on the evidence I find that the tenants were each deemed served with the application and evidence on April 1, 2018, five days after mailing, in accordance with sections 88, 89 and 90 of the *Act*.

During the hearing, the landlord made an application to amend the monetary amount of their claim. The landlord testified that since filing their application they have obtained more accurate figures than the estimates on which they based their initial application figure. As obtaining accurate quotes and figures is reasonably foreseeable and not prejudicial to a party, pursuant to section 64(3)(c) of the *Act* and Rule 4.2 of the Rules of Procedure I amend the landlords' Application to increase the landlords' monetary claim from \$4,200.00 to \$4,589.75.

Issue(s) to be Decided

Are the landlords entitled to a monetary award as claimed?

Are the landlords entitled to recover the filing fee for the application?

Background and Evidence

The landlord gave undisputed evidence regarding the following facts. This fixed-term tenancy began in November, 2017. The monthly rent was \$2,100.00 payable on the first of each month. A security deposit of \$1,050.00 was collected at the start of the tenancy and still held by the landlord. The parties participated in a move-in condition inspection at the start of the tenancy.

The landlord discovered that the tenants had abandoned the rental unit in early February, 2018. The landlord found the rental unit left in a state of disarray requiring considerable cleaning and repairs. The landlord attempted to contact the tenants to conduct a move out condition inspection but the tenants did not respond to the landlord's calls, emails or texts. The tenants did not pay rent for the month of February, 2018.

The landlord said that they were able to find a new renter for the unit beginning mid-March, 2018. The landlord testified that they are seeking the equivalent of rent for February and half of March, 2018 as the tenants did not provide reasonable notice, or any notice, of their intention to end this tenancy.

The landlord testified that they incurred costs for cleaning and repairs to the rental unit. The landlord submitted into written evidence the photographs showing the condition of the suite and receipts and invoices for cleaning and repairs. The landlord submits that the total cost of work done to the suite is \$1,439.75.

### Analysis

Section 67 of the *Act* allows me to issue a monetary award for loss resulting from a party violating the *Act*, regulations or a tenancy agreement. In order to claim for damage or loss under the *Act*, the party claiming the damage or loss bears the burden of proof. The claimant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention on the part of the other party. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage. The claimant also has a duty to take reasonable steps to mitigate their loss.

I accept the landlord's undisputed evidence that the tenants vacated the rental unit without providing notice. I accept the landlord's evidence that the tenants failed to pay any rent for the month of February, 2018 and that the rental unit could not be rented out until mid-March. Based on the foregoing I find that the landlords are entitled to a monetary award in the amount of \$3,150.00, the equivalent of one and a half month's rent.

I accept the landlord's evidence that they suffered damages and loss as a result of the condition of the rental unit. I accept the evidence presented through photographs and testimony that the damages were beyond that expected through wear and tear. The damages shown include stains on the floor and walls, holes in the walls and ceiling and various damage to the fixtures in the suite. I accept the landlord's submission that the quotes and estimates for the repairs are reasonable to correct the issues caused by the tenants during their tenancy. Accordingly, I find that the landlords are entitled to a monetary award in the amount of \$1,439.75 for these items.

As the landlords' application was successful the landlords are entitled to recover the filing fee for their application.

In accordance with sections 38 and the offsetting provisions of 72 of the *Act*, I allow the landlords to retain the tenants' \$1,050.00 security deposit in partial satisfaction of the monetary award issued in the landlords' favour.

Conclusion

I issue a monetary award in the landlords' favour in the amount of \$3,639.75 on the following terms for unpaid rent, rental losses, damages and loss, and the filing fee for this application..

<b>Item</b>	<b>Amount</b>
Unpaid Rent February	\$2,100.00
Loss of Rent March 1-15	\$1,050.00
Cost of Repairs and Cleaning	\$1,439.75
Filing Fees	\$100.00
Less Security Deposit	-\$1,050.00
<b>Total Monetary Order</b>	<b>\$3,639.75</b>

The tenants must be served with this Order as soon as possible. Should the tenants fail to comply with this Order, this Order 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 *Residential Tenancy Act*.

Dated: October 16, 2018

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Residential Tenancy Branch