



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ATIRA PROPERTY MANAGEMENT INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: FFL MNDCL MNDL

Introduction

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

- a monetary order for money owed or compensation monetary loss or money owed under the Act, regulation or tenancy agreement pursuant to section 67; and
- authorization to recover the filing fee for this application, pursuant to section 72

While the landlord's agents, CI and WW ('landlord'), attended the hearing by way of conference call, the tenants did not. I waited until 1:45 p.m. to enable the tenants to participate in this scheduled hearing for 1:30 p.m. The landlord's agents were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The landlord's agents testified that the tenants were served with the landlord's application for dispute resolution hearing package ('Application') and evidence on February 27, 2019 by way of registered mail. The landlords provided a Canada Post tracking number, with confirmation that the package was received. In accordance with sections 88, 89 and 90 of the Act, I find that the tenants were deemed served with the landlord's application and evidence on March 4, 2019, five days after its registered mailing.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation for money owed or losses?

Is the landlord entitled to recover the filing fee for this application from the tenants?

Background and Evidence

The landlord's agents testified regarding the following facts. This tenancy began in 2013. A fixed-term tenancy agreement was signed for a term beginning July 1, 2017, and was to end on June 30, 2019. Monthly rent was set at \$2,060.00, and the landlord collected a security deposit

of \$950.00. The tenants were issued a 10 Day Notice for unpaid rent as the tenants failed to pay rent for October 2018. The tenants moved out on October 31, 2018, and the Arbitrator ordered that the landlord keep the security deposit in satisfaction of the monetary order granted on December 4, 2018 after a hearing was held on December 3, 2018.

The landlord has filed a new application for monetary losses associated with this tenancy as follows:

Item	Amount
Loss of Rental Income for Nov. 2018	\$2,060.00
Loss of Rental Income for Dec. 2018	2,060.00
Wall Repairs	940.00
Filing Fee	100.00
Total Monetary Order Requested	\$5,160.00

The landlord's agents testified that the landlord was unable to re-rent the unit until January 1, 2019 despite their efforts to do so. The landlord provided a move-out inspection report for a scheduled move-out inspection that the tenants did not attend. The landlord testified that the tenants had damaged the walls during the tenancy, which cost \$940.00 to repair. The landlord provided an invoice dated December 20, 2018. The landlord confirmed that the home was built in 2010.

Analysis

The landlord provided undisputed evidence that this fixed-term tenancy ended before the end of this tenancy due to the tenant's failure to comply with the *Act* and tenancy agreement. The evidence of the landlord's agent is that the landlord was unable to re-rent the rental unit until January 1, 2019 despite the landlord's efforts to do so. I am satisfied that the landlord had made an effort to mitigate the tenants' exposure to the landlord's monetary loss of rent for November and December 2018, as is required by section 7(2) of the *Act*. I, therefore, allow the landlord's claim for a monetary order for rental differential loss in the sum of \$2,060 each for the months of November and December 2018.

Section 37(2)(a) of the *Act* stipulates that when a tenant vacates a rental unit the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear. I find that the landlord provided sufficient detailed evidence to support that the tenants had left the home in damaged condition, as well as the amount of loss suffered by the landlord.

Section 40 of the *Residential Tenancy Policy Guideline* speaks to the useful life of an item. I will use this guideline to assess the remainder of the useful life of the wall damage. As per this policy, the useful life of drywall is 20 years. As the home was built in 2010, and therefore at the end of the tenancy had approximately 12 years of useful life left. Accordingly, I find that the

landlord is entitled to \$564.00 for the wall damage ($\$940.00/240 \times 144$), which is the approximate prorated value of the useful life left.

As the landlord was successful in their application, I am allowing the landlord to recover the filing fee from the tenants.

Conclusion

I issue a Monetary Order in the amount of \$4,784.00 in the landlord's favour under the following terms in satisfaction of the monetary claim for damages and losses, plus recovery the \$100.00 filing fee for this application.

Item	Amount
Loss of Rental Income for Nov. 2018	\$2,060.00
Loss of Rental Income for Dec. 2018	2,060.00
Wall Repairs	564.00
Filing Fee	100.00
Total Monetary Order	\$4,784.00

The landlord is provided with this Order in the above terms and the tenant(s) must be served with a copy of this Order as soon as possible. Should the tenant(s) 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: March 20, 2019

Residential Tenancy Branch