



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCL, MNDL, MNRL, FFL

Introduction

This teleconference hearing was scheduled in response to an application by the Landlord under the *Residential Tenancy Act* (the “Act”) for monetary compensation, compensation for damages, compensation for unpaid rent and for the recovery of the filing fee paid for the Application for Dispute Resolution.

The Landlord was present for the teleconference hearing while no one called in for the Tenant during the approximately 21-minute hearing. The Landlord was affirmed to be truthful in her testimony and confirmed that the Notice of Dispute Resolution Proceeding package was sent by registered mail in December 2018. This tracking number is included as the first number referenced on the front page of this decision.

The Landlord stated that a second registered mail package was sent to the Tenant on March 4, 2019 with a copy of the remaining evidence and an amendment form. This tracking number is noted as the second number on the front page. I find that the Tenant was duly served with the notice of hearing documents in accordance with Sections 88 and 89 of the *Act*.

Preliminary Matters

On the Application for Dispute Resolution, the Landlord had included her legal name as well as the name she goes by. The Landlord’s name was clarified at the hearing and she confirmed her legal name. As such, the application was amended to include only the legal name of the Landlord. This amendment was made pursuant to Section 64(3)(c) of the *Act*.

Issues to be Decided

Is the Landlord entitled to monetary compensation, including compensation for damages and unpaid rent?

Should the Landlord be awarded the recovery of the filing fee paid for the Application for Dispute Resolution?

Background and Evidence

The Landlord provided undisputed testimony on the tenancy which was confirmed by the tenancy agreement submitted into evidence. The tenancy began on September 4, 2018 and ended on February 27, 2019. Monthly rent in the amount of \$520.00 was due on the first day of each month. Although the tenancy agreement notes a security deposit of \$300.01, the Landlord stated that the Tenant never paid the security deposit. The tenancy agreement was for a fixed term set to end on August 31, 2019.

The Landlord stated that the Tenant moved out based on an Order of Possession that was granted through a previous hearing. Although the Tenant was to move out on February 23, 2019 based on this order, the Tenant did not move out until February 27, 2019. The Landlord stated that she began advertising the unit for re-rental on February 23, 2019 and advertised in the local newspaper, as well as on at least 3 online sites and at the local university. The Landlord testified that she advertised the rental unit for the same monthly rent of \$520.00 and was able to secure a tenant for April 1, 2019.

The Landlord is claiming for March rent in the amount of \$520.00 as the Tenant moved out prior to the end of the fixed term and she was not able to re-rent the unit for March 2019. The Landlord also claimed an additional two months of rent but clarified that she was withdrawing this claim of \$1,040.00 due to finding a tenant for April 2019.

The Landlord is also claiming \$120.00 in cleaning costs. She submitted a receipt dated March 4, 2019 which states that the Tenant's room was cleaned as well as the oven for an amount of \$120.00. The Landlord submitted that the Tenant rented a room in a two-bedroom rental unit. However, she stated that during the tenancy the tenant who rented the other bedroom was away and therefore the Tenant had sole use of the kitchen and other common areas of the rental unit. The Landlord submitted photos of the Tenant's room and other areas of the rental unit and stated that it was left unclean and with many items left behind.

Lastly, the Landlord has claimed \$100.00 for the cost of replacing two power bars that were loaned to the Tenant at the start of the tenancy as well as other items that were not returned at the end of the tenancy including towels, plates, bowls, cups, glasses and a blanket. The tenancy agreement states that the room is furnished and notes that a bed, desk, chair and furnishings are included. The Landlord estimated that each power bar was valued at \$40.00 and the remaining items at \$20.00, for a total of \$100.00.

Analysis

Section 7 of the *Act* states that if a party breaches the *Act*, they must compensate the other party for any losses that occur as a result. This section also notes that a party claiming a loss has a duty to take reasonable steps to minimize their losses.

I accept the testimony of the Landlord that the Tenant was to move out on or around February 23, 2019 and that she began advertising the rental unit on this date. I also accept the testimony of the Landlord that the Tenant received a 10 Day Notice to End Tenancy for Unpaid Rent which led to a previous hearing and a decision to end the tenancy. As such, I find that the Tenant was responsible for the tenancy ending due to non-payment of rent which is required under Section 26 of the *Act*.

A tenant may remain responsible for the remainder of a fixed term tenancy if the tenancy is ended prior to the end of the fixed term as stated in the tenancy agreement. I accept the tenancy agreement as evidence that confirms this was a fixed term tenancy set to end on August 31, 2019.

I accept the testimony of the Landlord that she attempted to re-rent the unit for the same monthly rent and that she advertised through multiple sources. Therefore, I find that the Landlord took reasonable steps to mitigate her losses. As such, I find that the Landlord has established that the Tenant is responsible for unpaid rent for March 2019 in the amount of \$520.00.

I also accept the photos submitted by the Landlord that show areas of uncleanliness in the rental unit. I find evidence in the form of a receipt that demonstrates that cleaning in the amount of \$120.00 was required. As stated in Section 37 of the *Act*, a tenant must leave a rental unit reasonably clean and undamaged at the end of the tenancy. As I have evidence before me that the Tenant did not leave the unit reasonably clean, I find that the Landlord is entitled to compensation in the amount of \$120.00.

As for the Landlord's claim for missing items in the amount of \$100.00, while the Landlord provided testimony that these items were provided at the start of the tenancy and were missing at the end, I fail to find sufficient evidence before me to establish this. While the tenancy agreement notes furniture, I do not find evidence such as an itemized list of items provided. Therefore, I find insufficient evidence to determine that the Landlord is entitled to compensation in the amount of \$100.00 and decline to award this amount.

As the Landlord was mostly successful with the application, pursuant to Section 72 of the *Act*, I award the recovery of the filing fee in the amount of \$100.00. The Landlord is awarded a Monetary Order in the amount outlined below:

March 2019 rent	\$520.00
Cleaning	\$120.00
Recovery of filing fee	\$100.00
Total owing to Landlord	\$740.00

Conclusion

Pursuant to Sections 67 and 72 of the *Act*, I grant the Landlord a **Monetary Order** in the amount of **\$740.00** for rent owed for March 2019, cleaning costs and for the recovery of the filing fee paid for the Application for Dispute Resolution. The Landlord is provided with this Order in the above terms and the Tenant must be served with **this Order** as soon as possible. Should the Tenant 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 26, 2019

Residential Tenancy Branch